ORDER OF BUSINESS - REGULAR MEETING
Wednesday, March 6, 2013
Public Session 2:00 p.m.
Closed Session
Second Public Session (Immediately Following Closed Session)

Los Angeles Southwest College
Student Services Education Center – 3rd Floor - Room 301A and 301B
1600 West Imperial Highway
Los Angeles, California 90047-4899

I. Roll Call (2:00 p.m.) Location: Student Services Education Center – 3rd Floor - Room 301A and 301B

II. Flag Salute

III. Welcoming Remarks by Jack E. Daniels III, President, Los Angeles Southwest College

IV. Approval of Minutes: Regular Meetings and Closed Sessions: January 30, 2013 and February 6, 2013

V. Reports from Representatives of Employee Organizations at the Resource Table

VI. Announcements from the College Presidents

VII. Public Agenda Requests
   1. Oral Presentations
   2. Proposed Actions

VIII. Requests to Address the Board of Trustees – Multiple Agenda Matters

IX. Reports and Recommendations from the Board
   • Reports of Standing and Special Committees
   • Proposed Actions
     BT1. Resolution – District Classified Employees Retirement
     BT2. Conference Attendance Authorization
     BT3. Authorization for District Sponsorship of Education Roundtable

X. Reports from the Chancellor and College Presidents
   • Report from the Chancellor regarding activities or pending issues in the District
     o Los Angeles Southwest College’s Overview of Goal 2: Teaching & Learning for Success
        from the Los Angeles Community College District Strategic Plan

XI. Consent Calendar
   Matters Requiring a Majority Vote
   BF1. Budget Revisions and Appropriation Transfers
   BF2. Amend Chapter VII, Article V of the Board Rules
   BF3. Inter-Fund Bond Expenditures and Transfers
ORDER OF BUSINESS
March 6, 2013
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BF4. Resolution Authorizing Issuance of 2008 Election General Obligation Bonds, Series F
BF5. Resolution Authorizing the Issuance of 2013 General Obligation Refunding Bonds
BSD1. Ratifications for Business Services
BSD2. Business Services Routine Report
FPD1. Facilities Planning and Development Routine Report
FPD2. Authorize Master Service Agreements for Technology Training and Services
FPD3. Ratify Construction Contract Changes Arising Out of Differing Site Conditions for Construction Contracts Greater Than $30,000 in Original Cost Issued Under Design-Bid-Build Method of Project Delivery
HRD1. Personnel Services Routine Actions
HRD2. Status Advancement of Contract Faculty Members
ISD1. Approval of Educational Programs and Courses
ISD2. Authorization of Student Travel
PC1. Personnel Commission Action
• Correspondence

Matters Requiring a Super Majority Vote – None

XII. Recommendations from the Chancellor
CH1. Approve Accreditation Follow-Up Reports for Los Angeles Harbor College, Los Angeles Southwest College, and West Los Angeles College

XIII. Notice Reports and Informatives
HRD/A. [Informative] Initial Proposal of the Los Angeles Community College District Administrators’ Unit Represented by California Teamsters Public, Professional & Medical Employees Union Local 911 to the Los Angeles Community College District Regarding Reopener on Compensation Issues of the Collective Bargaining Agreement for 2012-2013
HRD/B. [Notice] Reopen Agreement with the Exclusive Representatives of the Los Angeles Community College District Administrators’ Unit Represented by California Teamsters Public, Professional & Medical Employees Union Local 911 to Discuss Compensation Matters for 2012-2013
HRD/C. [Informative] Third Year Probationary Contract Faculty Automatic Status Advancement

XIV. Announcements and Indications of Future Proposed Actions by Members of the Board of Trustees

XV. Requests to Address the Board of Trustees Regarding Closed Session Agenda Matters

XVI. Recess to Closed Session in accordance with The Ralph M. Brown Act, Government Code sections 54950 et seq., and the Education Code to discuss the matters on the posted Closed Session agenda pursuant to Government Code section 54954.5 (Refer to Attachment “A” for Closed Session agenda).
Location: Student Services Education Center – 3rd Floor - Room 309

XVII. Reconvene Regular Meeting Location: Student Services Education Center – 3rd Floor - Room 309
XVIII. Roll Call

XIX. Report of Actions Taken in Closed Session – March 6, 2013

XX. Consent Calendar
   Matters Requiring a Majority Vote
   HRD3. Employment Actions Regarding Academic and Classified Employees
   ISD3. Student Discipline - Expulsion

XXI. Adjournment

************************************************
Next Regularly Scheduled Board Meeting
Wednesday, March 20, 2013
(Public Session scheduled for 2:00 p.m.)
Educational Services Center
Board Room – First Floor
770 Wilshire Blvd.
Los Angeles, CA 90017
************************************************

In compliance with Government Code section 54957.5(b), documents made available to the Board after the posting of the agenda that relate to an upcoming public session item will be made available by posting on the District’s official bulletin board located in the lobby of the Educational Services Center located at 770 Wilshire Boulevard, Los Angeles, California 90017. Members of the public wishing to view the material will need to make their own parking arrangements at another location.

If requested, the agenda shall be made available in appropriate alternate formats to persons with a disability, as required by Section 202 of the American with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, for whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

To make such a request, please contact the Executive Secretary to the Board of Trustees at (213) 891-2044 no later than 12:00 p.m. (noon) on the Tuesday prior to the Board meeting.
CLOSED SESSION
Wednesday, March 6, 2013

Los Angeles Southwest College
Student Services Education Center
3rd Floor, Room 309
1600 Imperial Highway
Los Angeles, CA 90047

I. Public Employee Appointment
(pursuant to Government Code section 54957)

A. Position: Chancellor

II. Consideration of Student Discipline
(pursuant to Government Code section 54962 and Education Code section 72122)

III. Public Employee Discipline/Dismissal/Release/Charges/Complaints
(pursuant to Government Code section 54957)

IV. Conference with Legal Counsel - Existing Litigation
(pursuant to Government Code section 54956.9(a)

A. Claim for losses for the benefit of Los Angeles Valley College against the Builder's Risk Insurance policy

B. Vegan Outreach v. LACCD

C. Mathew Pugliese v. LACCD

D. Fernando Corletto v. LACCD


F. Susan Vekslar v. LACCD


I. AWI Builders v. LACCD, et al.


V. Conference with Legal Counsel - Anticipated Litigation
(pursuant to Government Code section 54956.9(b))

A. Potential litigation – 1 matter
SUBJECT: RESOLUTION – DISTRICT CLASSIFIED EMPLOYEES RETIREMENT

WHEREAS, The classified employees identified below have been employed with the Los Angeles Community College District for many years; and

WHEREAS, The classified employees have contributed significantly toward providing the highest quality of services to our students and the public on behalf of the Los Angeles Community College District; now, therefore, be it

RESOLVED, That the Personnel Commission and the Board of Trustees of the Los Angeles Community College District do hereby commend the employees for their contributions and extend best wishes in their retirement.

Steve Veres, President
Board of Trustees

David Iwata, Chair
Personnel Commission
# SUMMARY OF RETIRED CLASSIFIED EMPLOYEES

**February 1, 2013 – February 28, 2013**

<table>
<thead>
<tr>
<th>LAST NAME</th>
<th>FIRST NAME</th>
<th>JOB CLASSIFICATION</th>
<th>YEARS OF SERVICE</th>
<th>LOCATION</th>
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</thead>
<tbody>
<tr>
<td>Taylor</td>
<td>Rosemary</td>
<td>Admissions &amp; Records Assistant</td>
<td>35</td>
<td>Trade-Tech</td>
</tr>
<tr>
<td>Sanders</td>
<td>Janell</td>
<td>Special Services Assistant</td>
<td>25</td>
<td>Harbor</td>
</tr>
<tr>
<td>Tong</td>
<td>Amy</td>
<td>Admissions &amp; Records Assistant</td>
<td>24</td>
<td>Mission</td>
</tr>
<tr>
<td>Arcos</td>
<td>Jose</td>
<td>Custodian</td>
<td>21</td>
<td>East</td>
</tr>
<tr>
<td>Skums</td>
<td>Helen</td>
<td>Payroll Assistant</td>
<td>16</td>
<td>Harbor</td>
</tr>
<tr>
<td>Doane</td>
<td>Blair</td>
<td>Energy Program Manager</td>
<td>15</td>
<td>District</td>
</tr>
<tr>
<td>Grounds</td>
<td>Vikki</td>
<td>Senior Office Assistant</td>
<td>10</td>
<td>East</td>
</tr>
</tbody>
</table>

*Due to late processing, the following employees were not listed on previous report:
Rosemary Taylor - Effective date of January 16, 2013
Janell Sanders - Effective date of December 27, 2012
Amy Tong - Effective date of January 29, 2013
Jose Arcos - Effective date of January 31, 2013
Helen Skums - Effective date of January 25, 2013
Blair Doane - Effective date of January 31, 2013*
Subject: CONFERENCE ATTENDANCE AUTHORIZATION

Authorize payment of necessary expenses for Steve Veres, member of this Board of Trustees, to attend the National Association of Latino Elected and Appointed Officials (NALEO) Education Leadership Initiative (NELI)—Meeting of Latino Elected and Appointed Officials National Taskforce on Education to be held on March 8-9, 2013 in Palo Alto, California.

Background: Trustee Veres will be applying for a travel scholarship from NALEO to attend the taskforce meeting. A $100 annual membership in the organization is required in order to be considered for the travel scholarship which Trustee Veres will pay. The Los Angeles Community College District will pay for expenses not covered by the scholarship.
Subject: **AUTHORIZATION FOR DISTRICT SPONSORSHIP OF EDUCATION ROUNDTABLE**

Authorize the use of the District's name as a sponsor of an education roundtable meeting to be held with State Superintendent of Public Instruction Tom Torlakson on March 28, 2013, organized under the auspices of the Los Angeles County School Trustees Association ("LACSTA").

**Background:** The District is a member and participant in LACSTA. LACSTA is inviting all school superintendents in Los Angeles County to attend a meeting with the State Superintendent. In furtherance of the District's mission, the District has an interest in strengthening its relationship with local K-12 systems by sponsorship of these kinds of events. There is no monetary contribution by the District.
Subject: BUDGET REVISIONS AND APPROPRIATION TRANSFERS

Ratify acceptance of $554,099 in income as recommended by the Chief Financial Officer/Treasurer. In accordance with Title 5 of the California Code of Regulations, Section 58307, authorize all the appropriation transfers between major expenditure categories (EXHIBIT I).

Recommended by: Adriana D. Barrera, Deputy Chancellor
Approved by: Daniel J. LaVista, Chancellor

By: __________________________ Date: __________________________
EXHIBIT I

BUDGET REVISIONS AND APPROPRIATION TRANSFERS
ALL FUNDS, EXCLUDING BUILDING BOND FUND
March 6, 2013

NEW INCOME (Attachment I) | ACCOUNT | AMOUNT
--- | --- | ---
Federal | 810000-849900 | 575,800
State | 860000-869999 | (226,729)
Local | 870000-889999 | 205,028
Interfund Transfer in | 891000-892999 | -
Other Financing Sources | 893000-897999 | -
Contribution to Restricted Program | 898000-899999 | -
**Total New Income** | | **554,099**

EXPENDITURES | ACCOUNT | Approved Budget | Budget Revisions | Appropriation Transfers | Revised Budget
--- | --- | --- | --- | --- | ---
Certificated Salaries | 100000-199999 | 247,359,517 | (17,775) | (1,808,255) | 245,533,487
Classified Salaries | 200000-299999 | 145,592,544 | (49,489) | 312,228 | 145,855,283
Employee Benefits | 300000-399999 | 142,148,229 | 21,115 | 1,516,106 | 143,685,450
Books/Supplies | 400000-499999 | 30,566,843 | 17,516 | 202,759 | 30,787,118
Contract Services | 500000-599999 | 94,091,501 | 29,045 | 425,696 | 94,546,242
Capital Outlay | 600000-699999 | 29,986,085 | 35,877 | 133,546 | 30,155,508
Other Oute | 700000-709999 | - | - | - | -
Other Debt Services | 710000-719999 | - | - | - | -
Tuition Transfers | 720000-729999 | 11,649 | - | - | 11,649
Interfunds Transfers | 730000-739999 | 8,017,064 | - | - | 8,017,064
Direct Support/Indirect Costs | 740000-749999 | 230 | - | - | 230
Loan/Grants | 750000-759999 | 344,255,671 | (8,000) | 17,320 | 344,264,991
Other Financing Sources (Except 7902) | 760000-799999 | 23,484,848 | 525,810 | (799,400) | 23,211,258
Reserve for Contingency* | 790200 | 34,370,462 | - | - | 34,370,462
**Total** | | **1,099,884,643** | **554,099** | - | **1,100,438,742**

* Reserve for Contingency balance is $34.37 million, which is 7.3% of the Unrestricted General Fund revenue (excluding General Reserve)

All budget revisions and transfers herein are submitted for the Board of Trustees approval in accordance with Title 5 of California Regulations, Sections 58307 and 58308. Appropriation transfers between major expenditure categories are within funds/grants that have been previously received and approved by the Board of Trustees. These transfers have been reviewed by the college administrators and approved by the college Vice Presidents of Administration and College Presidents.

Reviewed by:

Jeanette L. Gordon
Chief Financial Officer/Treasurer
### NEW INCOME AND GRANTS

<table>
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<tr>
<th>BTA NUMBER:</th>
<th>FUND/GRANT NAME</th>
<th>AMOUNT</th>
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<tr>
<td>Federal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-0312</td>
<td><strong>California State Preschool Program</strong></td>
<td>$447,041</td>
</tr>
<tr>
<td>E-0345</td>
<td><strong>General Child Care and Development Programs</strong></td>
<td>128,759</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL FEDERAL</strong></td>
<td>$575,800</td>
</tr>
<tr>
<td>State</td>
<td></td>
<td></td>
</tr>
<tr>
<td>M-0229, T-0272, V-0279</td>
<td><strong>Youth Empowerment Strategies for Success (YESS)</strong></td>
<td>$131,750</td>
</tr>
<tr>
<td>E-0319</td>
<td><strong>California State Preschool Program</strong></td>
<td>(356,546)</td>
</tr>
</tbody>
</table>

These additional funds have been allocated for the District to provide an early childhood education program to income-eligible families, to increase accessibility to the college by providing child care services to student parents, and to provide for a supervision/field training site for instructional divisions. The contract will serve three hundred ninety-six (396) students/parents combined. The revised funding amount for the District is $2,775,169, of which $447,041 is from a Federal source. Funding is from the Department of Health and Human Services.

These additional funds have been allocated for the District to provide funding to increase accessibility to the college by providing child care services to student parents and to provide for a supervision/field training site for instructional divisions. The contract will serve two hundred nineteen (219) students/parents combined. The revised funding amount for the District is $1,230,480, of which $128,759 is from a Federal source. Funding is from the Department of Health and Human Services.

To provide funding for life skills classes that include banking and budgeting, job-search skills, leaving foster care, making good decisions, and self-esteem building. Foster youth attend these classes and are able to observe a college environment. They are offered presentations from college counselors and financial aid representatives. The program will serve over one hundred and fifty (150) students. Funding is from the Foundation for California Community Colleges.

To reduce the program allocation to align the college budgets with the funds awarded. This reduction of funds is necessary to adjust the level of funds provided by the State to $2,328,128. The overall funding level for the program, including Federal funds, is $2,775,169. Funding is from the California Department of Education.
**General Child Care & Development Programs**

To reduce the program allocation to align the college budget with the funds awarded. This reduction of funds is necessary to adjust the level of funds provided by the State to $1,101,721. The overall funding level for the program, including Federal funds is $1,230,480. Funding is from the California Department of Education.

**TOTAL STATE**

($226,729)

**Local**

**Customized Training Program**

To augment the salaries and benefits accounts in the General Fund at Los Angeles City College from income collected in the Customized Training Program. This is generated from fees that foreign students pay for English language instruction in the English Language Academy.

$89,050

**Carnegie Statistics Pathway Network**

To provide funding to create a course trajectory similar to the one developed for Trigonometry. Students who are not majoring in Science, Mathematics, Technology, or Engineering will be taught the math skills they need to be successful in Statistics. During the first year of the program, faculty will work on creating the program curriculum and implementation plan. Funding is from the Carnegie Foundation for the Advancement of Teaching.

10,000

**Technical & Career Education**

To provide funding at Los Angeles Trade-Technical College to conduct non-credit instruction and vocational/extension training workshops and to purchase instructional equipment. Funding is from PSI training activities, the Southern California Regional Transit Training Consortium, Welding Program activities, Cosmetology Department fees, activities by the Design and Media Arts Department, and the Peralta Colleges Foundation.

31,594

**LAVC Job Training**

To provide funding for employment training services provided to participants in the South Bay service delivery area. There are twenty-six (26) individuals who will receive customized training through the program. The training regimen will consist of customer service, vocational English, and technical training focusing on the areas of transportation and manufacturing. Funding is from the South Bay Workforce Investment Board.

41,972
### Donation

<table>
<thead>
<tr>
<th>T-0267</th>
<th>Donation</th>
<th>25,000</th>
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</table>

To accept a donation for the Technical and Career Education program at Los Angeles Trade-Technical College. Funding is from Honeywell International, Inc. and is to be used to purchase equipment for the Science department as part of the Regional Economic Development Initiative (REDI) as administered by the college.

<table>
<thead>
<tr>
<th>T-0280</th>
<th>Donation</th>
<th>5,000</th>
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</table>

To accept a donation for the Technical and Career Education program at Los Angeles Trade-Technical College. Funding is from the Northern Trust Company and is to be used for the Regional Economic Development Initiative (REDI) as administered by the college.

### Journalism Program

<table>
<thead>
<tr>
<th>C-0301</th>
<th>Journalism Program</th>
<th>2,412</th>
</tr>
</thead>
</table>

To augment the Salary, Travel, and Other Expense accounts in the General Fund at Los Angeles City College from income generated by the Journalism Program.

### TOTAL LOCAL

<table>
<thead>
<tr>
<th></th>
<th>205,028</th>
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### OTHERS: Funds Redistribution

#### Extended Opportunity Programs and Services (EOPS)

<table>
<thead>
<tr>
<th>T-0290</th>
<th>Extended Opportunity Programs and Services (EOPS)</th>
<th>8,000</th>
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</table>

To accept redistributed funds from EOPS fund number 20486, to the EOPS fund number 10486, at Los Angeles Trade-Technical College.

<table>
<thead>
<tr>
<th>T-0289</th>
<th>Extended Opportunity Programs and Services (EOPS)</th>
<th>(8,000)</th>
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To redistribute funds from EOPS fund number 20486, to EOPS fund number 10486, at Los Angeles Trade-Technical College.

### TOTAL LOCAL

<table>
<thead>
<tr>
<th></th>
<th>$0</th>
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</thead>
</table>

### TOTAL INCOME

<table>
<thead>
<tr>
<th></th>
<th>554,099</th>
</tr>
</thead>
</table>
Subject: AMEND CHAPTER VII, ARTICLE V OF THE BOARD RULES

Amend Chapter VII, Article V of the Board Rules as follows:

7500. MILEAGE AND CELL PHONE REIMBURSEMENT. Any employee who is required to use a personal automobile in the performance of assigned duties may, upon the approval of the Chancellor, or designated representative, be authorized to use such automobile and, when so authorized, shall receive reimbursement for such use in accordance with procedures established by the Chancellor. Spot audits of mileage reimbursement statements may be made, from time to time. Trips requiring overnight absences from any employee’s established residence involving any expenses shall be separately authorized by the Trustees in accordance with Section 1072 governing attendance at conventions and meetings. For the purposes of this Article, Trustees are considered employees of the District, and are authorized for travel necessary to attend annual, regular, and special meetings of the Board of Trustees. Employees shall receive reimbursement for parking fees that are incurred while on District business.

7500.10 Reimbursement Authorization. Any trustee or administrator of the District, previously authorized by the Chancellor or a college president, may have the use of a cellular telephone purchased by the District, or may be reimbursed for telephone calls expenses made from his or her personal cellular telephone.¹

A. DISTRICT OWNED. Employees will only have to reimburse the District for personal calls when their usage goes over their base minutes. If the employee exceeds the plan limit or the specified number of minutes in the plan, the employee must reimburse the District for lesser of 1) all personal phone calls or 2) all additional minutes.

The District will pay these for the telephone bills as received. If the District phone provides unlimited data and call plan, the employee is not required to reimburse the District for personal calls made. If the District phone comes with limited data and calls, employees will be responsible for any excess use. District will forward a copy of the telephone bill to the trustee or administrator authorized employee for identification of any personal telephone calls. Once identified, the bill and a check made payable to the Los Angeles Community College District for the total amount of all personal calls will be submitted directly to the Controller’s Chief Financial Officer’s office.


Recommended by: Adriana D. Barrera, Deputy Chancellor
Approved by: Daniel J. LaVista, Chancellor
The bill shall be computed for personal calls based on the pro rata share of the excess use by dividing the total personal excess calls/data usages by the total excess calls/data usages. A check made payable to the Los Angeles Community College District for bill will be submitted directly to the Chief Financial Officer’s office.

B. PERSONALLY OWNED. Employees, who are required to carry a cell phone for business/work-related purposes, may be reimbursed only when they incur additional charges for business calls over the plan limit on their personal calling plan. The employee may request for reimbursement, at the excess minute rate, for up to the number of the minutes exceeding the plan limit for the month OR the total of business-related minutes, whichever is less. No reimbursement can be made for business calls made within the plan minutes.

PERSONALLY OWNED. Any trustee or such previously authorized employee may be reimbursed for telephone calls made from his or her cellular telephone upon presentation of an itemized telephone bill, so long as the telephone call(s) relate directly to District business.

Trustees may also be reimbursed for the pro rata cost of the monthly service charge associated with District related calls. The procedure for determining the pro rata share shall be the monthly service charge divided by the total number of calls made multiplied by the total number of District related calls. Reimbursement of the pro rata share monthly service charge does not apply to administrators.

C. The Chancellor shall report to the Board, not later than sixty (60) day following the end of each fiscal year, the names of those Trustees and administrators receiving reimbursement for cellular phones and the amount of such reimbursement.

7501. MILEAGE. Allowance for transportation by private automobile to and from a place or places of service located within one hundred (100) miles from the Los Angeles City Hall shall be at the existing authorized rates for college business mileage.

7502. COLLEGE BUSINESS MILEAGE-DEFINITION CALCULATION. College business mileage is defined as the mileage which accrues in any one day on college business. Such mileage shall be calculated from the regular headquarters of the employee to his various destinations, and return to such regular headquarters.

In the event an employee does not visit his regular headquarters prior to his first trip on college business in any one day, he shall deduct from his total mileage (1) the distance from his home to such first stop, or (2) the distance from his home to his regular headquarters, whichever is lesser.

In the event an employee proceeds from his last destination on college business in any one day to his home, he shall deduct from his total mileage (1) the distance from such last
destination to his home, or (2) the distance from his regular headquarters to his home, whichever is the lesser.

In the event an employee is assigned to perform work outside his regular hours of employment, on an emergency of non-scheduled basis as distinguished from a scheduled overtime basis, the performance of which involved the operation of his automobile from his home, he shall be entitled to receive reimbursement for total mileage traveled in connection with such assignment. A non-scheduled basis as used in this rule includes the supervision of students at events by an employee outside his normal working hours.

7503. REIMBURSEMENT RATES. Reimbursement for college business mileage shall be made at the following rates for each month.

7503.10 Standard Mileage Rates. For use of employee automobiles in conducting authorized District business in accordance with the IRS standard mileage rate(s). Fifty-Five and one-half cents (55.5½) per mile for all miles.

7504. TRAVEL ON PUBLIC CARRIERS. Any employee who is required to travel upon public carriers in the performance of his assigned duties may be reimbursed therefore upon approval by and in accordance with procedures established by the Chancellor or his designated representative.

7505. MILEAGE OR PUBLIC CARRIER FARE REIMBURSEMENT FOR CERTAIN EMERGENCY TRIPS. College personnel shall be eligible to receive reimbursement for mileage or public carrier fare for transporting students who become ill or injured at college to their homes, hospitals, clinics, or such other places as may be properly designated.

7506. MILEAGE OR PUBLIC CARRIER FARE REIMBURSEMENT FOR ATTENDANCE AT AUTHORIZED MEETINGS AND FOR SUPERVISING STUDENTS AT CO-CURRICULAR EVENTS. College personnel shall be eligible to receive reimbursement for mileage or public carrier fare for traveling to and from authorized meetings called or approved by the Chancellor or division head for supervising students at co-curricular events.

7507. EXEMPTION FROM MILEAGE REIMBURSEMENT. Mileage reimbursement payments may be made for transportation to and from a work location other than an employee’s normal place of work for jobs lasting up to and including five working days. For jobs lasting more than five (5) working days, employees may receive mileage reimbursement payments to and from work if that work location is more than 15 miles from the employee’s normal place of work.

Payment calculations under this rule shall be subject to the provisions of Rule 7502.
Subject: INTER-FUND BOND EXPENDITURES AND TRANSFERS

Ratify Inter-fund Expenditures transfers in the amount of $112,084,625.35 as recommended by the Chief Financial Officer/Treasurer (Exhibit 1).

Background: All expenditure transfers herein are submitted for the Board of Trustees approval in accordance with Title 5 of the California Regulations, Sections 58307 and 58308. These transfers are for the purpose of making administrative corrections to ensure compliance with the adopted Project Lists in Prop A, AA, and Measure J as provided in Article 13A of the California Constitution as well as Education Code section 15278 et seq.

These transfers have been submitted by the College Project Managers, reviewed and approved by the Program Manager and reviewed and approved by the applicable College President.

Adriana D. Barrera, Deputy Chancellor

Candace
Field
Park
Pearlman

Santiago
Svonkin
Veres
Campos

Student Trustee Advisory Vote

By: ______________________ Date ______________________
<table>
<thead>
<tr>
<th>Fiscal Year-Item #</th>
<th>Campus</th>
<th>Project #</th>
<th>Project Name</th>
<th>Description</th>
<th>Original Source of Funding Prop A</th>
<th>Prop AA</th>
<th>Measure J</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-06</td>
<td>Southwest</td>
<td>06S-673</td>
<td>RWGPL</td>
<td>Expenditure transfer from A to AA</td>
<td>5,342,433.73</td>
<td>5,342,433.73</td>
<td></td>
</tr>
<tr>
<td>12-21</td>
<td>Harbor</td>
<td>03H-314</td>
<td>Technology Instruction and Classroom Building</td>
<td>Expenditure transfer from A to AA</td>
<td>1,202,049.89</td>
<td>1,202,049.89</td>
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<tr>
<td>12-31</td>
<td>Pierce</td>
<td>05P-572</td>
<td>Campus Improvements - Utilities</td>
<td>Expenditure Transfer from A to AA</td>
<td>2,670,723.93</td>
<td>2,670,723.93</td>
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<tr>
<td>12-07</td>
<td>West</td>
<td>09W-905</td>
<td>Parking Structure - Lot 8</td>
<td>Expenditure Transfer from A to AA</td>
<td>400,564.00</td>
<td>400,564.00</td>
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<tr>
<td>12-08</td>
<td>City</td>
<td>01C-107</td>
<td>Clausen Hall Modernization</td>
<td>Expenditure Transfer from A to J</td>
<td>6,759,052.00</td>
<td>6,759,052.00</td>
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</tr>
<tr>
<td>12-09</td>
<td>City</td>
<td>01C-109</td>
<td>Franklin Hall Modernization</td>
<td>Expenditure Transfer from A to J</td>
<td>900,000.00</td>
<td>900,000.00</td>
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</tr>
<tr>
<td>12-12</td>
<td>City</td>
<td>01C-173.01</td>
<td>RWGPL - Site Utilities Infrastructure</td>
<td>Expenditure Transfer from A to J</td>
<td>19,582.69</td>
<td>19,582.69</td>
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</tr>
<tr>
<td>12-13</td>
<td>Mission</td>
<td>04M-473</td>
<td>RWGPL</td>
<td>Expenditure Transfer from A to J</td>
<td>1,886,456.31</td>
<td>1,886,456.31</td>
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<tr>
<td>12-14</td>
<td>Mission</td>
<td>04M-473</td>
<td>RWGPL</td>
<td>Expenditure Transfer from A to J</td>
<td>249,561.00</td>
<td>249,561.00</td>
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<tr>
<td>12-15</td>
<td>Mission</td>
<td>04M-473</td>
<td>RWGPL</td>
<td>Expenditure Transfer from A to J</td>
<td>996,623.28</td>
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<tr>
<td>12-16</td>
<td>Mission</td>
<td>04M-473</td>
<td>RWGPL</td>
<td>Expenditure Transfer from A to J</td>
<td>397,536.09</td>
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<tr>
<td>12-17</td>
<td>Mission</td>
<td>04M-473</td>
<td>RWGPL</td>
<td>Expenditure Transfer from A to J</td>
<td>230,754.68</td>
<td>230,754.68</td>
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<tr>
<td>12-18</td>
<td>Southwest</td>
<td>06S-663</td>
<td>Campus Wide Infrastructure Upgrades</td>
<td>Expenditure Transfer from A to J</td>
<td>239,837.38</td>
<td>239,837.38</td>
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<tr>
<td>12-20</td>
<td>Valley</td>
<td>08V-879.02</td>
<td>Campus Improvement - Central Plant</td>
<td>Expenditure Transfer from A to J</td>
<td>2,334,970.85</td>
<td>2,334,970.85</td>
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</tr>
<tr>
<td>12-29</td>
<td>Pierce</td>
<td>Multiple</td>
<td>Multiple</td>
<td>Expenditure Transfer from A to J</td>
<td>3,141,828.56</td>
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<tr>
<td>13-02</td>
<td>Valley</td>
<td>08V-879.01</td>
<td>Energy Utilities Infrastructure</td>
<td>Expenditure Transfer from A to AA</td>
<td>409,639.50</td>
<td>409,639.50</td>
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<tr>
<td>13-06</td>
<td>Valley</td>
<td>08V-879.02</td>
<td>Student Services Center</td>
<td>Expenditure Transfer from A to AA</td>
<td>563,352.08</td>
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<tr>
<td>13-10</td>
<td>East</td>
<td>02E-207</td>
<td>Performing Fine Arts Complex</td>
<td>Expenditure Transfer from A to AA</td>
<td>5,221,185.00</td>
<td>5,221,185.00</td>
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<tr>
<td>13-11</td>
<td>East</td>
<td>02E-228</td>
<td>Multimedia Center</td>
<td>Expenditure Transfer from A to AA</td>
<td>2,000,630.72</td>
<td>2,000,630.72</td>
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<tr>
<td>13-12</td>
<td>East</td>
<td>02E-219</td>
<td>Technology Center</td>
<td>Expenditure Transfer from A to AA</td>
<td>2,630,116.47</td>
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<tr>
<td>13-01</td>
<td>Valley</td>
<td>08V-819.02</td>
<td>Monarch Center</td>
<td>Expenditure Transfer from A to J</td>
<td>148,956.84</td>
<td>148,956.84</td>
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<tr>
<td>13-07</td>
<td>East</td>
<td>02E-202</td>
<td>Parking Lot 3</td>
<td>Expenditure Transfer from A to J</td>
<td>10,116,318.00</td>
<td>10,116,318.00</td>
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<tr>
<td><strong>Sub-total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>51,180,896.00</strong></td>
<td></td>
<td><strong>30,740,200.68</strong></td>
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</table>

Inter-fund Expenditure Transfer
Exhibit 1 : As Of 1/15/13
<table>
<thead>
<tr>
<th># Fiscal Year</th>
<th>Campus</th>
<th>Project #</th>
<th>Project Name</th>
<th>Description</th>
<th>Original Source of Funding Prop AA</th>
<th>Transfer To Prop A</th>
<th>Measure J</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-04</td>
<td>City</td>
<td>01C-122</td>
<td>CDC</td>
<td>Expenditure transfer from AA to A</td>
<td>600,310.01</td>
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<tr>
<td>12-05</td>
<td>Southwest</td>
<td>06S-617</td>
<td>M&amp;O Facility</td>
<td>Expenditure transfer from AA to A</td>
<td>5,341,521.29</td>
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<tr>
<td>12-19</td>
<td>Southwest</td>
<td>06S-630</td>
<td>Campus Security Facility</td>
<td>Expenditure transfer from AA to A</td>
<td>1,309,276.44</td>
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<tr>
<td>12-22</td>
<td>East</td>
<td>02E-207</td>
<td>Performing Fine Arts Center</td>
<td>Expenditure Transfer from AA to A</td>
<td>2,476,381.00</td>
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<tr>
<td>12-23</td>
<td>Harbor</td>
<td>03H-344</td>
<td>Science Complex</td>
<td>Expenditure Transfer from AA to J</td>
<td>158,106.96</td>
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<td></td>
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<td>12-24</td>
<td>West</td>
<td>Multiple</td>
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<td>Expenditure Transfer from AA to J</td>
<td>1,973,487.45</td>
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<tr>
<td>12-25</td>
<td>Valley</td>
<td>08V-873.01</td>
<td>RWGPL - General</td>
<td>Expenditure Transfer from AA to J</td>
<td>8,778,956.00</td>
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<tr>
<td>12-26</td>
<td>West</td>
<td>09W-978</td>
<td>Land Acquisition - 10100 Property</td>
<td>Expenditure Transfer from AA to J</td>
<td>2,284,325.00</td>
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<td></td>
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<tr>
<td>12-27</td>
<td>West</td>
<td>09W-978</td>
<td>Land Acquisition - 10100 Property</td>
<td>Expenditure Transfer from AA to J</td>
<td>2,700,000.00</td>
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<tr>
<td>12-28</td>
<td>Pierce</td>
<td>Multiple</td>
<td>Multi</td>
<td>Expenditure Transfer from AA to J</td>
<td>5,850,000.00</td>
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<tr>
<td>12-33</td>
<td>West</td>
<td>Multiple</td>
<td>Multi</td>
<td>Expenditure Transfer from AA to J</td>
<td>5,236,450.93</td>
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<tr>
<td>13-03</td>
<td>Valley</td>
<td>08V-809</td>
<td>Student Services Center</td>
<td>Expenditure Transfer from AA to A</td>
<td>2,895,531.41</td>
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<tr>
<td>13-05</td>
<td>Valley</td>
<td>08V-802</td>
<td>LRC</td>
<td>Expenditure Transfer from AA to A</td>
<td>654,740.58</td>
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</table>

Sub-total: 44,394,087.07 13,277,760.73 31,116,326.34
## Inter-fund Expenditure Transfer

**Exhibit 1: As Of 1/15/13**

<table>
<thead>
<tr>
<th># Fiscal Year</th>
<th>Campus</th>
<th>Project #</th>
<th>Project Name</th>
<th>Description</th>
<th>Original Source of Funding Measure J</th>
<th>Prop A</th>
<th>Prop AA</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-01</td>
<td>Not used</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>12-12</td>
<td>Mission</td>
<td>04M-420</td>
<td>Sheriff Station</td>
<td>Expenditure transfer from J to A</td>
<td>2,279,574.72</td>
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<td>-</td>
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<tr>
<td>12-30</td>
<td>Pierce</td>
<td>05P-505</td>
<td>Administration Building Renovation</td>
<td>Expenditure Transfer from J to A</td>
<td>1,960,438.82</td>
<td>1,960,438.82</td>
<td>1,817,008.49</td>
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<tr>
<td>12-03</td>
<td>Southwest</td>
<td>06S-622</td>
<td>SSAC Bookstore</td>
<td>Expenditure transfer from J to AA</td>
<td>1,817,008.49</td>
<td>1,817,008.49</td>
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<tr>
<td>12-11</td>
<td>Harbor</td>
<td>03H-314.01</td>
<td>TV Studio</td>
<td>Expenditure Transfer from J to AA</td>
<td>307,859.03</td>
<td>307,859.03</td>
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<tr>
<td>13-08</td>
<td>East</td>
<td>02E-217</td>
<td>Student Services E1</td>
<td>Expenditure Transfer from J to A</td>
<td>5,292,667.00</td>
<td>5,292,667.00</td>
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</tr>
<tr>
<td>13-09</td>
<td>East</td>
<td>02E-214</td>
<td>Baum Center G1</td>
<td>Expenditure Transfer from J to A</td>
<td>4,823,651.00</td>
<td>4,823,651.00</td>
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</tr>
<tr>
<td>13-04</td>
<td>Valley</td>
<td>08V-819.03</td>
<td>Campus Center</td>
<td>Expenditure Transfer from J to AA</td>
<td>28,443.22</td>
<td>28,443.22</td>
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</tr>
<tr>
<td></td>
<td>Sub-total</td>
<td></td>
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<td></td>
<td></td>
<td>16,509,642.28</td>
<td>14,356,331.54</td>
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<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>112,084,625.35</td>
<td></td>
</tr>
</tbody>
</table>

All inter-fund expenditure summary transfers herein are submitted for the Board of Trustees Approval in accordance with Title 5 of the California Regulations, Section 58307 and 58308. Transfer between major expenditure funds are with in contracts previously approved by the Board of Trustees. These transfers have been submitted by the College Project Manager, reviewed and approved by the Program Manager and reviewed and approved by the applicable College President.

Reviewed by:

Jeanette Gordon  
Chief Financial Officer / Treasurer
Subject: RESOLUTION AUTHORIZING ISSUANCE OF 2008 ELECTION GENERAL OBLIGATION BONDS, SERIES F

Adopt Resolution dated March 6, 2013 (hereeto attached and identified as Attachment 1) entitled “Resolution Authorizing Issuance of and Sale of the Los Angeles Community College District (Los Angeles County, California) 2008 Election General Obligation Bonds, Series F” or such other designation or designations as are specified in the Official Statement for the Bonds (the “Bonds”).

Background: The adoption of the resolution by the Board of Trustees approves, authorizes and directs execution of various documents and directs certain actions with respect to the execution and delivery of general obligation bonds to provide for the funding of various capital projects for the construction and equipping of and improvement to certain campuses, site acquisitions for outreach and administrative support and completion of other projects in the master plan at all nine colleges of the Los Angeles Community College District.

This Resolution is a required first step in the issuance process, following which, the County Board of Supervisors will approve its own Resolution, leading to pricing and sale. The Bonds are expected to be delivered on or about May 15, 2013.
RESOLUTION NO. ___

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF 2008 ELECTION GENERAL OBLIGATION BONDS, SERIES F

WHEREAS, a duly called election was held in the Los Angeles Community College District (the “District”), Los Angeles County, State of California, on November 4, 2008 (the “Election”) and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of $3,500,000,000 payable from the levy of an ad valorem tax against the taxable property in the District;

WHEREAS, on April 1, 2009, the District issued the two series of such bonds in the aggregate principal amount of $425,000,000 and styled as “Los Angeles Community College District, Los Angeles County, California 2008 Election General Obligation Bonds, 2009 Series A and Series B”;

WHEREAS, on July 22, 2010, the District issued an additional series of such bonds in the aggregate principal amount of $900,000,000 and styled as “Los Angeles Community College District, Los Angeles County, California, General Obligation Build America Bonds (Direct Subsidy), 2008 Election 2010 Taxable Series E”;

WHEREAS, on August 10, 2010, the District issued an additional series of such bonds in the aggregate principal amount of $175,000,000 and styled as “Los Angeles Community College District, Los Angeles County, California, 2008 Election General Obligation Bonds, 2010 Series C”;

WHEREAS, on August 10, 2010, the District issued an additional series of such bonds in the aggregate principal amount of $125,000,000 and styled as “Los Angeles Community College District, Los Angeles County, California, 2008 Election General Obligation Bonds, 2010 Series D”;

WHEREAS, at this time this Board of Trustees (the “Board”) has determined that it is necessary and desirable to authorize the issuance of one or more series of bonds in an aggregate principal amount not-to-exceed $350,000,000 to be styled as “Los Angeles Community College District (Los Angeles County, California) 2008 Election General Obligation Bonds, Series F” or such other designation or designations as are specified in the Official Statement for the Bonds (the “Bonds”);

WHEREAS, the District shall issue the Bonds pursuant to Article 4.5 Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Act”);

WHEREAS, the Board desires to authorize the issuance of Bonds in one or more series as current interest bonds;

WHEREAS, this Board desires to reappoint certain professionals to provide services related to the issuance of Bonds; and
WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT AS FOLLOWS:

SECTION 1. Purpose. To raise money for the purposes authorized by the voters of the District at the Election and to pay all necessary legal, financial, engineering and contingent costs in connection with the issuance of the Bonds, this Board hereby authorizes the issuance of the Bonds and orders such Bonds sold at a competitive sale, in one or more series, such that the Bonds shall be dated as of a date to be determined by the Authorized Officers (defined below), shall bear interest at a rate not to exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds, shall mature on the dates and in the amounts set forth in the Official Statement (defined herein), not-to-exceed forty years from the date of delivery of the Bonds, and shall be in an aggregate principal amount not-to-exceed $350,000,000, for some or all of the purposes authorized at the Election (the “Projects”).

SECTION 2. Bond Registrar. This Board does hereby appoint the Treasurer and Tax Collector as authenticating agent, bond registrar, transfer agent and paying agent (collectively, the “Bond Registrar”) for the Bonds on behalf of the District. The Treasurer and Tax Collector is authorized to contract with any third party to perform the services as Bond Registrar hereunder. This Board hereby approves the payment of the reasonable fees and expenses of the Bond Registrar as they shall become due and payable. The fees and expenses of the Bond Registrar which are not paid as a cost of issuance of the Bonds may be paid in each year from ad valorem taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code. The Bank of New York Mellon Trust Company, N.A., is approved as the initial agent for the Treasurer and Tax Collector to act as Bond Registrar.

SECTION 3. Approval of the Notice Inviting Proposals for Purchase of Bonds. The competitive sale of the Bonds shall be undertaken pursuant to the Notice Inviting Proposals for Purchase of Bonds, and the Notice of Intention To Sell, set forth in Exhibits A, B and C hereto. The Chancellor of the District (the “Chancellor”), the Chief Financial Officer/Treasurer (the “CFO”), or a designated deputy thereof (collectively, the “Authorized Officers”) each alone, are hereby authorized to execute the Notice of Intention to Sell attached hereto as Exhibit C (the “Notice of Intention”) and to cause the Notice of Intention to be published in The Bond Buyer once at least five (5) days prior to the date set to receive bids.

The terms and conditions of the offering and the sale of the Bonds shall be as specified in the Notice Inviting Proposals for Purchase of Bonds. The Board shall award the sale of the Bonds by acceptance of the bids with the lowest true interest cost with respect to the Bonds, so long as the principal amount of the Bonds does not exceed $350,000,000, the true interest cost does not exceed 6% per annum.

KNN Public Finance, the financial advisor to the District (the “Financial Advisor”), is hereby authorized and directed to cause to be furnished to prospective bidders a reasonable number of copies of the Notice Inviting Proposals for Purchase of Bonds (including the Bid Form) and a reasonable number of copies of the Official Statement.
The Board hereby approves the competitive sale of the Bonds, having determined that a competitive sale contributes to the District’s goal of achieving the lowest overall cost of funds. The Board estimates that the costs associated with the issuance of the Bonds and any such costs which the successful bidder or bidders agrees to pay pursuant to the Notice Inviting Proposals for Purchase of Bonds, will equal approximately 1.5% of the principal amount of the Bonds.

The Financial Advisor and/or Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California (“Bond Counsel”), are hereby authorized and directed to open the bids at the time and place specified in the Notice Inviting Proposals for Purchase of Bonds and to present the same to the Authorized Officers. The Financial Advisor and/or Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to the Notice Inviting Proposals for Purchase of Bonds; to cause said bids to be examined for compliance with the Notice Inviting Proposals for Purchase of Bonds; and to cause computations to be made as to which bidder has bid the lowest true interest cost with respect to the Bonds, as provided in the Notice Inviting Proposals for Purchase of Bonds, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Bonds and the proceedings for the issuance thereof.

SECTION 4. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Official Statement):

(a) “Bond Insurer” means any insurance company which issues a municipal bond insurance policy insuring the payment of principal and interest on the Bonds.

(b) “Bond Payment Date” means (unless otherwise provided for in the Official Statement), February 1 and August 1 of each year commencing August 1, 2013 with respect to interest on the Bonds and August 1 of each year commencing August 1, 2014 with respect to the principal payments on the Bonds.

(c) “Bond Registrar” means initially, the Treasurer and Tax Collector, and afterward The Bank of New York Mellon Trust Company, N.A., as the agent of the Treasurer and Tax Collector, or any other such bond registrar designated in the Official Statement.

(d) “Code” means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

(e) “Continuing Disclosure Agreement” means that certain Continuing Disclosure Agreement, by and between the District and the dissemination agent named therein, dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

(f) “Depository” means, initially, DTC, and thereafter the securities depository acting as Depository pursuant to Section 5(c) hereof.

(g) “DTC” means The Depository Trust Company, New York, New York, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320, a limited purpose trust company organized under the laws of the State of New York, in its capacity as Depository for the Bonds.

(h) “Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the
contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(o) “Information Services” means Financial Information, Inc.’s “Financial Daily Called Bond Service”; Mergent Inc.’s Called Bond Department; or Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service.

(i) “Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 5(c) hereof.

(j) “Non-AMT Bonds” means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code.

(k) “Official Statement” means the Official Statement for the Bonds, as described in Section 16 hereof.

(l) “Outstanding” means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 7 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 18 of this Resolution.

(m) “Owner” means the registered owner of a Bond as set forth on the registration books maintained by the Bond Registrar pursuant to Section 7 hereof.

(n) “Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(o) “Permitted Investments” means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified
Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider rated in at least the second highest category by each rating agency then rating the Bonds, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the Los Angeles county investment pool maintained by the Treasurer and Tax Collector (defined herein), and (vi) State and Local Government Series Securities.

(p) "Principal" or "Principal Amount" means the principal or principal amount thereof.

(q) "Projects" shall have the meaning given to that term in Section 1 of this Resolution.

(r) "Project Costs" means all of the expenses of and incidental to the construction and/or acquisition of the Projects, including costs of issuance.

(s) "Qualified Non-AMT Mutual Fund" means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(i) "Qualified Permitted Investments" means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(u) "Rating Agencies" means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and Moody’s Investors Services.

(v) "Record Date" means the close of business on the 15th day of the month preceding each Bond Payment Date.

(w) "Securities Depository" means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320, with Cede & Co., as its nominee.

(x) "Taxable Bonds" means any Bonds not issued as Tax-Exempt Bonds.

(y) "Tax-Exempt Bonds" means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(z) "Term Bonds" means those Bonds for which mandatory redemption dates have been established in the Official Statement.
Transfer Amount” means, with respect to any Outstanding Bond, the Principal Amount.

“Treasurer and Tax Collector” means, the Treasurer and Tax Collector of Los Angeles County.

SECTION 5. Terms of the Bonds.

(a) Denomination, Interest, Date of Delivery. The Bonds shall be issued as current interest bonds registered as to both principal and interest, in the denominations of $5,000 Principal Amount or any integral multiple thereof. The Bonds will be initially registered to “Cede & Co.,” the nominee of the Depository Trust Company, New York, New York.

Each Bond shall be dated the date of delivery or such date as shall appear in the Official Statement (the “Date of Delivery”), and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery.

The Bonds shall bear interest at a rate or rates such that the interest rates or true interest cost shall not exceed the maximum rate permitted by law. Interest shall be payable on the respective Bond Payment Dates. Interest on the Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional redemption prior to their stated maturity dates as provided in the Official Statement.

(ii) Mandatory Redemption. Unless otherwise provided in the Official Statement, the Term Bonds are subject to mandatory redemption from moneys in the Debt Service Fund established in Section 11 hereof prior to their stated maturity dates, without premium, on each August 1, in the Principal Amounts as set forth in the Official Statement.

(iii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Outstanding Bonds and less than all Outstanding Bonds are to be redeemed, the Bond Registrar identified below, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Bond Registrar shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Bond Registrar shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of $5,000 or any integral multiple thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 5(b)(i) hereof, the Bond Registrar, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of
the Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Bond Registrar; the redemption price; the CUSIP numbers (if any) assigned to the Bonds to be redeemed; the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed; and the original issue date, interest rate and stated maturity date of each Bond to be redeemed. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed, at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue.

The Bond Registrar shall take the following actions with respect to such Redemption Notice:

(A) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(B) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Security Depository.

(C) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

Neither failure to receive or failure to publish any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Bond Registrar for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Such redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Bonds.

(v) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Bond Registrar shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 18 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.
If on such redemption date, money for the redemption of all the Bonds to be
redeemed as provided in Section 5(b)(i) hereof, together with interest accrued to such
redemption date, shall be held by the Bond Registrar (or an independent escrow agent
selected by the District) so as to be available therefor on such redemption date, and if notice
of redemption thereof shall have been given as aforesaid, then from and after such
redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and
become payable. All money held by or on behalf of the Bond Registrar (or an independent
escrow agent selected by the District) for the redemption of Bonds shall be held in trust for
the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions
of this Section 5 shall be cancelled upon surrender thereof and be delivered to or upon the
order of the District. All or any portion of a Bond purchased by the District shall be
cancelled by the Bond Registrar.

(vii) **Bonds No Longer Outstanding.** When any Bonds (or portions thereof), which
have been duly called for redemption prior to maturity under the provisions of this
Resolution, or with respect to which irrevocable instructions to call for redemption prior to
maturity at the earliest redemption date have been given to the Bond Registrar (or an
independent escrow agents elected by the District), in form satisfactory to it, and sufficient
moneys shall be held by the Bond Registrar (or an independent escrow agent selected by the
District, irrevocably in trust as provided in Section 18 hereof for the payment of the
redemption price of such Bonds or portions thereof, and accrued interest with respect thereto
to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no
longer be deemed Outstanding and shall be surrendered to the Bond Registrar for
cancellation.

(viii) **Conditional Notice of Redemption.** With respect to any notice of optional
redemption of Bonds, unless upon the giving of such notice, such Bonds shall be deemed to
have been paid within the meaning of Section 5(vii) hereof or unless the Bond Registrar
holds cash or Government Obligations sufficient to pay the principal, premium, if any, and
interest on the Bonds to be redeemed, such notice may state that such redemption shall be
conditional upon the receipt by the Bond Registrar on or prior to the date fixed for such
redemption of moneys sufficient to pay the principal, premium, if any, and interest on such
Bonds and that if such moneys shall not have been so received said notice shall be of no force
and effect and the Bond Registrar shall not be required to redeem such Bonds. In the event
that such notice of redemption contains such a condition and such moneys are not so
received, the redemption shall not be made and the Bond Registrar shall be within a
reasonable time thereafter give notice, in the manner in which the notice of redemption was
given, that such moneys were not so received.

(c) **Book-Entry System.**

(i) **Definitions.** As used in this Section, the terms set forth below shall have the
meanings ascribed to them:

"Nominee" means the nominee of the Depository, which may be the Depository, as
determined from time to time pursuant to this Section.
“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(ii) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register (as defined below) in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 5(c)(ii)(4).

With respect to book-entry Bonds, the District and the Bond Registrar shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part; or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Principal, premium, if any, or interest on the book-entry Bonds. The District and the Bond Registrar may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute owner (the “Registered Owner” or “Owner”) of such book-entry Bond for the purpose of payment of Principal of and premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all Principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Bond Registrar, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository’s book-entry system, the District and the Bond Registrar shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Bond Registrar any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Bond Registrar shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations.
In addition to the execution and delivery of a Letter of Representations, the District and the Bond Registrar shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository’s book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 5(c).

3. Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or the Bond Registrar with respect to Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Bond Registrar notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 5(c)(ii)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or
(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 5(c)(ii)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 5(c)(ii)(4)(A)(3), upon receipt of all Outstanding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Bond Registrar shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Principal, in form acceptable to the Bond Registrar, all in accordance with the Letter of Representations. The Bond Registrar shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

(D) The District and the Bond Registrar shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Bond Registrar or the District; and the District and the Bond Registrar shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial Owners of the Bonds. Neither the District nor the Bond Registrar shall have any responsibility or obligation, legal or otherwise, to any such beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Bond Registrar may rely conclusively on its records as to the identity of the Owners of the Bonds.

SECTION 6. Execution of the Bonds. The Bonds shall be signed by the President of the Board or other member of the Board authorized to do so by resolution of the Board, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of the Board or Secretary to the Board, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so
authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the
security and benefit of this Resolution.

SECTION 7. Bond Registrar; Transfer and Exchange. This Board does hereby appoint the
Treasurer and Tax Collector to act as the Bond Registrar for the Bonds, and approves The Bank of
New York Mellon Trust Company, N.A. to act as the initial agent of the Treasurer and Tax Collector.

So long as any of the Bonds remains Outstanding, the District will cause the Bond Registrar
to maintain and keep at its designated office all books and records necessary for the registration,
exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section
8 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the
absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the
Principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of
that person; neither the District nor the Bond Registrar shall be affected by any notice to the contrary,
but the registration may be changed as provided in this Section. All such payments shall be valid and
effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the
extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like tenor, maturity and Transfer Amount upon
presentation and surrender at the designated office of the Bond Registrar, together with a request for
exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to
the Bond Registrar. A Bond may be transferred on the Bond Register only upon presentation and
surrender of the Bond at the designated office of the Bond Registrar together with an assignment
executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond
Registrar. Upon exchange or transfer, the Bond Registrar shall complete, authenticate and deliver a
new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by
the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at
the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond,
shall execute, and the Bond Registrar shall thereupon authenticate and deliver, a new Bond of like
series, tenor and Transfer Amount in exchange and substitution for the Bond so mutilated, but only
upon surrender to the Bond Registrar of the Bond so mutilated. If any Bond issued hereunder shall
be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Bond
Registrar and, if such evidence be satisfactory to the Bond Registrar and indemnity for the Bond
Registrar and the District satisfactory to the Bond Registrar shall be given by the Owner, the District,
at the expense of the Bond Owner, shall execute, and the Bond Registrar shall thereupon authenticate
and deliver, a new Bond of like Series and tenor in lieu of and in substitution for the Bond so lost,
destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption,
instead of issuing a substitute Bond the Bond Registrar may pay the same without surrender thereof
upon receipt of indemnity satisfactory to the Bond Registrar and the District). The Bond Registrar
may require payment of a reasonable fee for each new Bond issued under this paragraph and of the
expenses which may be incurred by the District and the Bond Registrar.

If manual signatures on behalf of the District are required in connection with an exchange or
transfer, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new
Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred
Bonds, the District shall sign and the Bond Registrar shall authenticate and deliver Bonds in
accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the
requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Bond Registrar for payment, retirement, exchange, replacement or transfer shall be cancelled by the Bond Registrar. The District may at any time deliver to the Bond Registrar for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Bond Registrar. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Bond Registrar as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Bond Registrar as directed by the District.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 8. Payment. Payment of interest on any Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Bond Registrar as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his or her address as it appears on such registration books or at such other address as he may have filed with the Bond Registrar for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount of $1,000,000 or more may request in writing to the Bond Registrar that such Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date. The principal, and redemption price, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Bond Registrar. The interest, Principal and premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. The Bond Registrar is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District payable solely from the levy of ad valorem property taxes upon all property subject to taxation within the District.

SECTION 9. Form of the Bonds. The Bonds shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Official Statement and to correct any defect or inconsistency therein or to cure any ambiguity or omission therein.
REGISTERED
NO.

LOS ANGELES COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2008 ELECTION GENERAL OBLIGATION BOND, SERIES F

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
___% per annum August 1, 20___ Date of Delivery

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Los Angeles Community College District (the “District”) in Los Angeles County, California (the “County”), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the “Bond Payment Dates”), commencing August 1, 2013. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2013, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the “Registered Owner”) on the Register maintained by the Bond Registrar, initially The Bank of New York Mellon Trust Company, N.A., as the agent of the Treasurer and Tax Collector of Los Angeles County. Principal is payable upon presentation and surrender of this bond at the principal office of the Bond Registrar. Interest is payable by check or draft mailed by the Bond Registrar on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the “Record Date”). The Owner of Bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.

This bond is one of an authorization of $___________ of bonds approved to raise money for the purposes authorized by the voters of the District at the Election, defined below, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the voters of the District cast at an election held on November 4, 2008 (the “Election”), upon the question of issuing bonds in the amount of $3,500,000,000 and the resolution of the Board of Trustees of the District adopted on March 6, 2013 (the “Bond Resolution”). This bond is being
issued under the provisions of Article 4.5 Chapter 3 of Part I of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252. The Bonds of this issue are general obligations of the District.

The bonds of this issue comprise $______________ principal amount of Bonds, of which this bond is a part.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Bond Registrar in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to their respective maturity dates. The Bonds maturing on or after August 1, 20__, are subject to optional redemption prior to their respective maturity dates at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Bonds, together with accrued interest to the date fixed for redemption, without premium.

The Term Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Term Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

<table>
<thead>
<tr>
<th>Redemption Date</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(August 1)</td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>(1) Maturity</td>
<td></td>
</tr>
</tbody>
</table>

15
The principal amount to be redeemed in each year shown above will be reduced proportionately or as otherwise directed by the District, in integral multiples of $5,000, by any portion of the Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of the bonds of such maturity to be redeemed shall be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.
IN WITNESS WHEREOF, the Los Angeles Community College District, Los Angeles County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees of the District, all as of the date stated above.

BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: ____________________________ (Facsimile Signature)
    President of the Board of Trustees

COUNTERSIGNED:

______________________________ (Facsimile Signature)
    Secretary to the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____________, 2013.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as the agent of the Treasurer and Tax Collector of Los Angeles County, as Bond Registrar

______________________________
Authorized Officer
ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: ________________________________

Signature Guaranteed: ____________________________

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: ________________________________

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered Owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary to the Board of Trustees
SECTION 10. Delivery of the Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the original purchaser upon payment of the purchase price therefor.

SECTION 11. Deposit of Proceeds of the Bonds. (a) The purchase price received from the sale of the Bonds, to the extent of the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby created and established and to be known as the “Los Angeles Community College District 2008 Election General Obligation Bonds, Series F Building Fund” (the “Building Fund”) of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to authorized purposes of the Election. The purchase price received to the extent of any accrued interest and any original issue premium from the sale of the Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the “Los Angeles Community College District General Obligation Bonds, Series F Debt Service Fund” (the “Debt Service Fund”) for the Bonds, and used only for payment of Principal of and interest on the Bonds. The District, may direct that a portion of the proceeds of the Bonds received from the purchaser, in an amount not to exceed 2.0% of the Principal Amount of the Bonds, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose. The interest earned on the moneys deposited in the Building Fund shall be applied as set forth in subparagraph (1)(C) below.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested at the written direction of the District in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code “temporary period” restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist the District in investing funds pursuant to paragraph (1) below. If the District fails to direct such agent, the agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:
(1) **Covenant Regarding Investment of Proceeds.**

(A) **Permitted Investments.** Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) **Recordkeeping and Monitoring Relating to Building Fund.**

i. **Information Regarding Permitted Investments.** The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. **Information in Qualified Non-AMT Mutual Funds.** The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. **Monthly Investment Fund Statements.** The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. **Retention of Records.** The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

(c) **Interest Earned on Permitted Investments.** The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required below to satisfy the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the “Code”), interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Principal of and interest on the Bonds when due.
SECTION 12. Rebate Fund.

(a) The District shall create and establish a special fund designated the “Los Angeles Community College District Election of 2008 General Obligation Bonds, Series F Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (11/2%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(a) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(b) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and
(2) not later than sixty (60) days after the payment of all Bonds, an amount equal to one hundred percent (100%) of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(c) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(d) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(e) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(f) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(g) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in fall or defeasance of the Bonds.

SECTION 13. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct ad valorem tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District and used for the payment of the Principal of and interest on the Bonds when and as the same fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such ad valorem tax in accordance with this Section 13.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer and Tax Collector to the Bond Registrar which, in turn, shall pay such moneys to DTC to pay the Principal and interest on the Bonds. DTC will thereupon make payments of Principal and interest on the Bonds to the DTC Participants who will thereupon make payments of Principal and interest to the beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to the Education Code Section 15234.

SECTION 14. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.
SECTION 15. Legislative Conditions. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 16. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary to or Clerk of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Financial Advisor, as the case may be, to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the purchaser of the Bonds a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

SECTION 17. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal or interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of principal of, interest on the Bonds, and shall be fully subrogated to all of the Owners’ rights and, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Bond Registrar shall note the Bond Insurer’s rights as subrogee on the registration books for the Bonds maintained by the Bond Registrar upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Bond Registrar shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Bond Registrar upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 18. Defeasance. All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts transferred from the Debt Service Fund (as herein defined) is sufficient to pay all Bonds Outstanding and designated for defeasance, including all principal and interest and premium, if any; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all principal and interest represented thereby and redemption premiums, if any) at or before their maturity date;
then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the Bond Registrar or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or “prerefunded” municipal obligations rated in the highest rating category by Moody’s Investors Service or Standard & Poor’s. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the Owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed “AAA” by Standard & Poor’s or “Aaa” by Moody’s Investors Service.

SECTION 19. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County’s full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from ad valorem taxes lawfully levied to pay the principal of or interest on the Bonds.

SECTION 20. Indemnification of County. The District shall defend, indemnify and hold harmless the County, its officials, officers, agents and employees (“Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with regard to the County’s responsibilities under Section 21 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities.

SECTION 21. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests such Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Bonds, and to pay the principal, redemption premium, in any, and interest thereon as and when the same become due.

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SECTION 22. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severely to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints KNN Public Finance as the Financial Advisor, Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Luna & Glushon and Hawkins Delafield & Wood, LLP as Co-Disclosure counsel, with respect to the issuance of the Bonds.

(c) The provisions of this Resolution may be amended by the Official Statement.

SECTION 23. Resolution to Treasurer and Tax Collector. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer and Tax Collector and Auditor-Controller of Los Angeles County immediately following its adoption.

SECTION 24. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Agreement executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 25. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

SECTION 26. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.
SECTION 27. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 6th day of March, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

President of the Board of Trustees

Attest:

Secretary to the Board of Trustees
SECRETARY'S CERTIFICATE

I, ________________, Secretary to the Board of Trustees of the Los Angeles Community College District, hereby certify:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on March 6, 2013, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March 6, 2013

__________________________
Secretary to the Board of Trustees
NOTICE INVITING PROPOSALS FOR PURCHASE OF BONDS

$350,000,000*

LOS ANGELES COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2008 ELECTION GENERAL OBLIGATION BONDS, SERIES F

NOTICE IS HEREBY GIVEN that sealed unconditioned proposals will be received to and including the hour of 8:30 a.m., Pacific Standard Time, on April 23, 2013, at the offices of KNN Public Finance, 1333 Broadway, Suite 1000, Oakland, California 94612 (the “Financial Advisor”), in the manner described below, for the purchase of all, but not less than all, of $350,000,000* principal amount of Los Angeles Community College District (Los Angeles County, California) 2008 Election General Obligation Bonds, Series F (the “Bonds”). Proposals may also be submitted electronically via the Parity Electronic Bid Submission System (“PARITY”) of Dalcomp, a division of Thomson Information Services, Inc. (“Dalcomp”), in the manner described below, for the purchase of all, but not less than all, of $350,000,000* principal amount of the Bonds. In the event that the sale has not been awarded by the designated time, bids will be received at a subsequent time and date to be determined by the District and publicized via the Bond Buyer or the Bond Buyer Wire or Thomson Municipal Market Monitor (www.tm3.com).

I. Issue:

The Bonds will be dated the date of delivery, will be in the denomination of $5,000 each, or integral multiples thereof, and will bear interest from the date of the Bonds to the maturity of each of the Bonds at the rate or rates such that the interest rate shall not exceed ___% per annum, with interest payable on August 1, 2013 and semiannually on February 1 and August 1 of each year during the term of each of the Bonds. The Bonds mature on August 1 in each of the years set forth in the following schedule:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>PRINCIPAL AMOUNT</th>
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* Preliminary, subject to change.
II. Option to Elect Term Bonds:

The purchaser may elect to combine any number of consecutive maturities of Bonds for which an identical interest rate has been specified to comprise term bonds by indicating such an election on the bid form. The election to create term bonds in such manner will require the creation of a mandatory sinking fund so that the sinking fund redemption payments shall equal the corresponding serial bond maturity amounts.

III. Adjustment of Principal Amounts:

The principal amounts of each maturity of Bonds set forth above reflect certain assumptions of the Los Angeles Community College District (the “District”) and the Financial Advisor with respect to the likely interest rates of the winning bid or bids. Following the determination of the successful bidder or bidders, the Chief Financial Officer/Treasurer, on behalf of the District, reserves the right to increase or decrease the principal amount of each maturity of the Bonds, in $5,000 increments of principal amounts. Such adjustment shall be made within 26 hours of the bid opening and in the sole discretion of the District, upon recommendation of the Financial Advisor. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and the successful bid or bids may not be withdrawn, and the successful bidder will not be permitted to change the interest rate(s) in its bid for the bonds. The percentage compensation to be paid to the successful bidder will not change if the maturity schedule is adjusted.

IV. Interest Rates:

The price for each maturity of the Bonds shall be greater than or equal to %%. All bids for the purchase of the Bonds must state the rate or rates of interest to be paid and no bid at a price less than the par value of the Bonds, together with all accrued interest thereon to the date of the delivery of the Bonds, will be considered. All Bonds of the same maturity must bear the same rate of interest and no Bond may bear more than one rate. The maximum interest rate bid may not exceed six percent (6%) per annum, and the true interest cost shall not exceed six percent (6%) per annum. Bidders may specify any number of different rates to be borne on the Bonds; provided that, all interest rates must be in multiples of 1/8 or 1/20 of one percent and a zero rate of interest cannot be specified. Interest will be computed on the basis of a 360-day year consisting of 12 30-day months.
V. Redemption:

The Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to their respective maturity dates. The Bonds maturing on or after August 1, 20__, are subject to optional redemption prior to their respective maturity dates at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Bonds, together with accrued interest to the date fixed for redemption, without premium.

VI. Notice of Redemption:

Notice of redemption of any Bond will be mailed to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration records maintained by The Bank of New York Mellon Trust Company, N.A., the Bond Registrar designated for this issue of Bonds; such mailing to be not more than 45 nor less than 20 days prior to the date set for redemption. Neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of Bonds.

VII. Registration of Bonds as to Principal and Interest and Place of Payment:

The Bonds, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository of the Bonds. Individual purchases will be made in book-entry form only, in the denominations of $5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Principal and interest are payable in lawful money of the United States of America and will be paid to DTC which in turn will remit such amounts to the beneficial Owners of the Bonds through DTC’s Participants, as described in the Preliminary Official Statement.

VIII. Authority:

The Bonds will be issued pursuant to the Constitution and laws of the State of California. The issuance of the Bonds was authorized by the requisite fifty-five percent vote of the qualified electors of the District voting at an election held on November 4, 2008.

IX. Security:

Both principal of and interest on the Bonds are payable solely from an unlimited ad valorem tax levied against all of the taxable property in the District.

X. Form of Bid:

A prescribed form of bid for the Bonds has been prepared and is attached hereto. Bids must be submitted electronically via PARITY.
All bids which are submitted electronically via PARITY pursuant to the procedures described below shall be deemed to constitute a Bid for Purchase of the Bonds and shall be deemed to incorporated by reference all of the terms and conditions of this Notice Inviting Proposals for Purchase of Bonds. The submission of a bid electronically via PARITY shall constitute and be deemed the bidder’s signature on the Bid for Purchase of the Bonds.

XI. Procedures Regarding Electronic Bidding:

Bids may be submitted electronically via PARITY in accordance with this Notice Inviting Proposals for Purchase of Bonds, until 8:30 a.m., Pacific Standard Time, on ___________ 2013, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice Inviting Proposals for Purchase of Bonds, the terms of this Notice Inviting Proposals for Purchase of Bonds shall control. For further information about PARITY, potential bidders may contact the District’s Financial Advisor or PARITY at Dalcomp at (212) 806-8304. In the event that a bid for the Bonds is submitted via PARITY, the bidder further agrees that:

1. The District may regard the electronic transmission of the bid through PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity and any other information included in such transmission) as though the same information were submitted on the Bid for Purchase of the Bonds form, provided by the District and executed by a duly authorized signatory of the bidder. If a bid submitted electronically by PARITY is accepted by the District, the terms of the Bid for Purchase of the Bonds and the Notice Inviting Proposals for Purchase of Bonds and the information that is electronically transmitted through PARITY shall form a contract and the successful bidder shall be bound by the terms of such contract.

2. PARITY is not an agent of the District, and the District shall have no liability whatsoever based on any bidder’s use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the District or information provided by the bidder.

3. The District may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via PARITY’s internet site (www.tm3.com) no later than 1:00 P.M. (Pacific Daylight Time) on the last business day prior to the date of sale.

4. Once the bids are communicated electronically via PARITY to the District as described above, each bid will constitute a Bid for Purchase of the Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice Inviting Proposals for Purchase of Bonds. For purposes of submitting all Bids for Purchase of the Bonds, whether by hand delivery, facsimile or electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

5. Each bidder choosing to bid electronically shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with this Notice Inviting Proposals for Purchase of Bonds. Neither the District nor Dalcomp shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the District nor Dalcomp shall be responsible for a bidder’s failure to register to bid or for proper operation of, or
have any liability for any delays or interruptions of, or any damages caused by, PARITY. The District is using PARITY as a communication mechanism, and not as the District's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the District harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

In the event that both an electronic bid and a facsimile bid from a single bidder are received at or prior to the bid receipt deadline, and to the extent that there is an inconsistency in the interest rates or price bid, the facsimile shall be deemed to be the bid submitted. No bid received after the deadline shall be considered. In any case, each bid must be in accordance with the terms and conditions set forth in this official Notice Inviting Proposals for Purchase of Bonds.

XII. Estimate of True Interest Cost:

Bidders are requested (but not required) to supply an estimate of the total true interest cost to the District on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Board of Trustees of the District.

XIII. Deposit:

Except as otherwise provided below, a good faith deposit ("Deposit") in the form of a certified, treasurer's or cashier's check drawn on a solvent commercial bank or trust company in the United States of America or a Financial Surety Bond issued by an insurance company licensed to issue such surety bond in the State of California, made payable to

Los Angeles Community College District
in the amount of

$_______

is required for any bid to be accepted. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, such surety bond must be submitted to the District or its Financial Advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Deposit is guaranteed by such Financial Surety Bond. If the winning bidder on the Bonds is determined to be a bidder utilizing a Financial Surety Bond, then that bidder is required to submit its Deposit to the District in the form of a cashier's check (or wire transfer such amount as instructed by the District or its Financial Advisor) not later than 10:00 a.m. (District's local time) on the next business day following the bid opening. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the District to satisfy the Deposit requirement. If the apparent winning bidder on the Bonds is determined to be a bidder who has not submitted a Deposit in the form of a Financial Surety Bond or check, as provided above, the Financial Advisor will request the apparent winning bidder to immediately wire the Deposit and provide the Federal wire reference number of such Deposit to the Financial Advisor within 90 minutes of such request by the Financial Advisor. The Bonds will not be officially awarded to a bidder who has not submitted a Deposit in the form of a Financial Surety Bond or check, as provided above, until such time as the bidder has provided a Federal wire reference number for the Deposit to the Financial Advisor.
No interest on the Deposit will accrue to any bidder. The District will deposit the Deposit of the winning bidder. The Deposit (without accruing interest) of the winning bidder will be applied to the purchase price of the Bonds. In the event the winning bidder fails to honor its accepted bid, the Deposit plus any interest accrued on the Deposit will be retained by the District. Any investment income earned on the good faith deposit will be paid to the successful bidder in the event the District is unable to deliver the Bonds. Deposits accompanying bids other than the bid which is accepted will be returned promptly upon the determination of the best bidder.

XIV. Qualification for Sale; Blue Sky:

The purchaser will assume responsibility for taking any action necessary to qualify the Bonds for offer and sale in jurisdictions other than California, and for complying with the laws of all jurisdictions on resale of the Bonds, and shall indemnify, defend and hold harmless the District and their respective officers and officials from any loss or damage resulting from any failure to comply with any such law. Compliance with Blue Sky Laws shall be the sole responsibility of the purchaser, and the purchaser shall pay all fees and disbursements related to the qualification of the bonds for sale under the securities or Blue Sky laws of various jurisdictions. The District will furnish such information and take such action not inconsistent with law as the purchaser may request and the District shall deem necessary or appropriate to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the purchaser, provided, however, that the District shall not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. The purchaser will not offer to sell, or solicit any offer to buy, the Bonds in any jurisdiction where it is unlawful for such purchaser to make such offer, solicitation or sale, and the purchaser shall comply with the Blue Sky and other securities laws and regulations of the states and jurisdictions.

XV. CUSIP Numbers and Other Fees:

CUSIP numbers will be applied for and will be printed on the Bonds and the cost of printing thereof and service bureau assignment will be purchaser’s responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchaser to refuse to accept delivery of and pay for the Bonds. The successful bidder shall also be required to pay all fees required by The Depository Trust Company, Bond Market Association, Municipal Securities Rulemaking Board, and any other similar entity imposing a fee in connection with the issuance of the Bonds (see, “California Debt Advisory and Investment Commission” below).

XVI. Legal Opinion:

The Bonds are sold with the understanding that the purchaser will be furnished with the approving opinion of Bond Counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation. A copy of the opinion will be attached to the Bonds. Said attorneys have been retained by the District as Bond Counsel and in such capacity are to render their opinion only upon the legality of the Bonds under California law and on the exemption of the interest income on such Bonds from federal and State of California income taxes. Fees of Bond Counsel will be paid from the costs of issuance.
XVII. Tax-Exempt Status:

In the opinion of Bond Counsel, under existing laws, interest on the Bonds is exempt from all present State of California personal income taxes, and assuming compliance with certain covenants made by the District, interest on the Bonds is not includable in the gross income of the Owners of the Bonds for federal income tax purposes, provided that such interest may be included in the calculation for certain taxes, including the corporate alternative minimum tax and the corporate environmental tax. Should changes in the law cause Bond Counsel’s opinion to change prior to delivery of the Bonds to the purchaser, the purchaser will be relieved of its responsibility to pick up and pay for the Bonds, and in that event its Deposit will be returned.

XVIII. Certification of Reoffering Price:

As soon as practicable, but not later than five days following the deadline for receipt of bids for the Bonds, the successful bidder must submit to the District a certificate specifying for each maturity the reoffering price at which at least 10% of the Bonds of such maturity were sold (or were offered in a bona fide public offering and as of the date of award of the Bonds to the successful bidder reasonably expected to be sold) to the public. Such certificate shall be in form and substance satisfactory to Bond Counsel and shall include such additional information as may be requested by Bond Counsel.

XIX. Award:

The Bonds will be awarded to the responsible bidder submitting the best responsive bid, considering the interest rate or rates specified. The best bid will be the bid that represents the lowest true interest cost (“TIC”) to the District for the Bonds. The TIC is the discount rate that, when compounded semiannually and used to discount all debt service payments on the Bonds back to the date of delivery of such Bonds, results in an amount equal to the price bid for said Bonds. In the event that two or more bidders offer bids for the Bonds at the same lowest TIC, the District will determine by lottery which bidder will be awarded the Bonds. For the purpose of calculating the TIC, the mandatory sinking fund payments, if any, shall be treated as serial maturities in such years. The determination of the bid representing the lowest TIC will be made without regard to any adjustments made or contemplated to be made after the award by the Chief Financial Officer/Treasurer, as described herein under “Adjustment of Principal Amounts,” even if such adjustments have the effect of raising the TIC of the successful bid to a level higher than the bid containing the next lowest TIC prior to adjustment.

XX. Delivery:

Delivery of the Bonds will be made to the purchaser through DTC upon payment in federal funds payable to or for the account of the District at the County of Los Angeles, Treasurer and Tax Collector, 500 West Temple Street, Los Angeles, California 90012. The Closing will take place at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, 44 Montgomery Street, Suite 4200, San Francisco, California 94104, or at the purchaser’s request and expense, at any other place mutually agreeable to both the District and the purchaser.
XXI. Prompt Award:

The Chief Financial Officer/Treasurer of the District, or her designee, will take action awarding the Bonds or rejecting all bids not later than twenty-six (26) hours after the expiration of the time herein prescribed for the receipt of bid proposals, unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

XXII. California Debt Advisory and Investment Commission:

The successful bidder will be required, pursuant to state of California law, to pay any fees to the California Debt and Investment Advisory Commission (“CDIAC”). CDIAC will invoice the successful bidder after the closing of the Bonds.

XXIII. No Litigation and Non-Arbitrage:

The District will deliver a certificate stating that no litigation is pending affecting the issuance and sale of the Bonds. The District will also deliver an arbitrage certificate covering its reasonable expectations concerning the Bonds and the use of proceeds thereof.

XXIV. Official Statement:

The District will make available a Preliminary Official Statement relating to the Bonds, a copy of which, along with related documents, will be furnished upon request made by mail to KNN Public Finance, 1333 Broadway, Suite 1000, Oakland, California 94612, Attn: David Brodsky the District’s Financial Advisor for the Bonds, or telephoned to said Financial Advisor at (510) 839-8200. Such Preliminary Official Statement, together with any supplements thereto, shall be in form “deemed final” by the District for the purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final official statement. The District shall deliver, at closing, a certificate, executed by appropriate officers of the District acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statement therein, in light of the circumstances under which they were made, not misleading. Copies of the Official Statement will be made available to the purchaser without charge in an amount requested by purchaser, up to 100 copies, within seven business days of the date of sale and additional copies will be made available upon request at the purchaser’s expense.

The Internet posting of the Preliminary Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the securities described in the Preliminary Official Statement, in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

The District undertakes that for a certain period of twenty-five (25) days following the end of the “underwriting period” as defined in Rule 15c-2-12 it will (i) apprise the winning bidder if any event shall occur, or information comes to the attention of the District that, in the reasonable judgment of the District, is reasonably likely to cause the Official Statement (weather or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading with respect to the District after delivery of the Bonds and (ii)
if requested by the winning bidder, prepare a supplement to the final Official Statement with respect
to such event or information. The District will presume, unless notified in writing by the winning
bidder, the end of the underwriting period will occur on the date of the delivery of the Bonds. By
making a bid on the Bonds, the winning bidder agrees (i) to disseminate to all members of the
underwriting syndicate, if any, copies of the final Official Statement, including any supplements
prepared by the District, and to file a copy of the final Official Statement, including any supplements
prepared by the district, and to file a copy of the final official Statement with the MSRB through its
EMMA system (as provided by ruled 15c2-12) within one business day after receipt thereof from the
issuer of its designee, but in any event, no later than the date of closing and (ii) to take any and all
other actions necessary to comply with the applicable rules of the Securities and Exchange
Commission and rules governing the offering, sale and delivery of the Bonds on all purchasers,
including the requirements of delivery of the final Official Statement.

XXV. Continuing Disclosure:

In order to assist bidders in complying with Rule 15c2-12(b)(5) promulgated under the
Securities Exchange Act of 1934, the District will undertake in a Continuing Disclosure Agreement
to provide certain annual financial information and Notice of the occurrence of certain events
enumerated therein. A description of this undertaking and a form of the Continuing Disclosure
Agreement is included in the Preliminary Official Statement.

XXVI. Ratings:

Standard & Poor’s Ratings Service, a Standard & Poor’s Financial Services LLC business
and Moody’s Investors Service have assigned to the Bonds the ratings shown on the cover page of
the Preliminary Official Statement or, if not so indicated, will be available upon request from the
Financial Advisor. Such ratings reflect only the views of such organization and explanation of the
significance of such ratings may be obtained from them as follows: Standard & Poor’s, 55 Water
Street, New York, New York 10041, (212) 438-2000, and Moody’s Investors Service, 7 World Trade
Center at 250 Greenwich Street, New York, New York 10007, (212) 553-1658. There is no
assurance that the ratings will continue for any given period of time or that they will not be revised
downward or withdrawn entirely by either of the rating agencies, if, in the judgment of such agency,
circumstances so warrant. Any such downward revision or withdrawal of such rating may have an
adverse effect on the market price of the Bonds.

XXVII. Right to Cancel, Postpone, or Reschedule Sale:

The District reserves the right to cancel, postpone or reschedule the sale of the Bonds upon
notice given through the Bloomberg News Service, Thomson Municipal Market Monitor
(www.tm3.com) or The Bond Buyer prior to the time bids are to be received. If the sale is postponed,
bids will be received at the place set forth above, at the date and time as the District shall determine.
Notice of the new sale date and time, if any, will be given through Bloomberg News Service,
Thomson Municipal Market Monitor (www.tm3.com) or The Bond Buyer no later than twenty-three
(23) hours prior to the new time bids are to be received. As an accommodation to bidders, telephone
or fax notice of the postponement of the sale date and of the new sale date will be given to any bidder
requesting such notice from the Financial Advisor. Failure of any bidders to receive such notice shall
not affect the legality of the sale.
XXVIII. Additional Information:

Copies of the Notice Inviting Proposals for Purchase of Bonds, the form of bid, and the Preliminary Official Statement relating to the Bonds will be furnished to any bidder upon request made to KNN Public Finance, Attn: David Brodsly, phone: (510) 839-8200, dbrodsly@knninc.com, the Financial Advisor.

Dated: ______________, 2013

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: _______________________________________
    Chief Financial Officer/Treasurer
EXHIBIT B

BID FOR THE PURCHASE OF $__________________________
LOS ANGELES COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2008 ELECTION GENERAL OBLIGATION BONDS, SERIES F

__________________________, 2013

Los Angeles Community College District
Los Angeles County, California

On behalf of a group which we have formed consisting of:

__________________________

__________________________

and pursuant to the Notice Inviting Proposals for Purchase of Bonds hereinafter mentioned, we offer
to purchase all of the __________________________ Dollars ($__________________________) principal amount of the
Bonds designated as “Los Angeles Community College District (Los Angeles County, California)
2008 Election General Obligation Bonds, Series F,” maturing on August 1 in the years and amounts
and bearing interest at the rate or rates set forth in the following schedule:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>PRINCIPAL AMOUNT</th>
<th>INTEREST RATE</th>
<th>INSURANCE</th>
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and to pay therefor the aggregate sum of $__________________________ (representing the $__________________________ principal
amount of the Bonds, plus interest accrued on such Bonds to the date of delivery thereof, plus
premium of $__________________________.)

We hereby elect to combine the maturities of Bonds maturing on the following dates to comprise
term bonds:

__________________________

__________________________

__________________________

Preliminary, subject to change. See “III. Adjustment of Principal Amounts” in the Notice Inviting Proposals for
Purchase of Bonds.

B-1

Error! Unknown document property name.
Redemption Dates

through

through

through

Maturity Date

1,___

1,___

1,___

This bid is submitted with our intention to purchase municipal bond insurance from __________________________ (fill in if applicable). Such insurance will be obtained at our expense.

This bid is made subject to all the terms and conditions of the Notice Inviting Proposals for Purchase of Bonds heretofore published, all of which terms and conditions are made a part hereof as fully as though set forth in full in this bid.

As specified in the Notice Inviting Proposals for Purchase of Bonds, this bid is subject to acceptance not later than 26 hours after the expiration of the time for the receipt of bids, and the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation approving the validity of the Bonds will be furnished us (if we are the successful bidder) at the time of the delivery of the Bonds at the expense of the District.

There is submitted herewith a memorandum (which shall not constitute a part of this bid) stating the total true interest cost in dollars on the Bonds during the life of the issue under this bid, and the true interest rate determined thereby.

We have received and reviewed the Preliminary Official Statement with respect to the Bonds (the “Preliminary Official Statement”) and as a condition to bidding on the Bonds, have determined that we can comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

As of the date of award and as of the date of delivery of the Bonds, all members of our syndicate either participate in DTC or clear through or maintain a custodial relationship with an entity that participates in said depository.

We hereby request that ______________ (not to exceed ___) printed copies of the Official Statement with respect to the Bonds be furnished to us in accordance with the terms of the Notice Inviting Proposals for Purchase of Bonds.

Respectfully submitted,

Name: __________________________
(Account Manager)

By: __________________________

Address: __________________________

City: __________ State: __________

Phone: __________________________

MEMORANDUM OF INTEREST COST: Under the above bid, the total true interest cost on the Bonds during the life of the issue is $________________ and the true interest rate determined thereby is ____%.
EXHIBIT C

NOTICE OF INTENTION TO SELL

$____________*

LOS ANGELES COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2008 ELECTION GENERAL OBLIGATION BONDS, SERIES F

NOTICE IS HEREBY GIVEN that the Los Angeles Community College District (the “District”), in Los Angeles County, California, intends to offer for public sale on ______, April ___, 2013, at the hour of 8:30 a.m. Pacific Daylight Time, at the office of KNN Public Finance, 1333 Broadway, Suite 1000, Oakland, California 94612 not to exceed $____________* principal amount of general obligation bonds of the District designated “Los Angeles Community College District (Los Angeles County, California) 2008 Election General Obligation Bonds, Series F (the “Bonds”). Within 26 hours, the Chief Financial Officer/Treasurer of the District will consider the bids received and, if acceptable bids are received, award the sale of the Bonds on the basis of the true interest cost. In the event that no bids are awarded by the designated time, proposals will be received at a subsequent time and date to be determined by the District and publicized via PARITY, the Bond Buyer Wire or Thomson Municipal Market Monitor (www.tm3.com).

NOTICE IS HEREBY FURTHER GIVEN that the Bonds will be offered for public sale subject to the terms and conditions of the Notice Inviting Proposals for Purchase of the Bonds, dated ____________, 2013. Copies of the preliminary Official Statement and Notice Inviting Proposals for Purchase of Bonds and the form of bid relating to the Bonds will be furnished upon request made to KNN Public Finance, 1333 Broadway, Suite 1000, Oakland, California 94612, Attn: David Brodsly, phone (510) 839-8200, dbrodsly@kninc.com, the Financial Advisor to the District for the Bonds.

Dated: ____________, 2013

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: __________________________________________
Chief Financial Officer/Treasurer

*Preliminary, subject to change.
Subject: RESOLUTION AUTHORIZING THE ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS

Adopt Resolution (hereto attached and identified as Attachment 1) entitled “Resolution of the Board of Trustees of Los Angeles Community College District Authorizing the Issuance of 2013 General Obligation Refunding Bonds.

Background: The adoption of the resolution by the Board of Trustees approves, authorizes and directs execution of various documents and directs certain actions with respect to the refunding of General Obligation Bonds, 2013
RESOLUTION NO. ___

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, a duly called election was held in the Los Angeles Community College District (the "District"), Los Angeles County (the "County"), State of California, on May 20, 2003 and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of $980,000,000 payable from the levy of an ad valorem tax against the taxable property in the District;

WHEREAS, on July 29, 2003, the District issued bonds in the aggregate principal amount of $82,000,000 and styled as "Los Angeles Community College District (Los Angeles County, California) Election of 2003 General Obligation Bonds, 2003 Series B" (the "Prior Bonds");

WHEREAS, pursuant to Section 53550 et seq. of the California Government Code, the District is authorized to issue general obligation refunding bonds (the "Refunding Bonds") to refund all or a portion of the outstanding Prior Bonds (so refunded, the "Refunded Bonds");

WHEREAS, this Board desires to reappoint certain professionals to provide services related to the issuance of Refunding Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and whereas the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT AS FOLLOWS:

SECTION 1. Purpose. To currently refund all or a portion of the outstanding principal amount of the Prior Bonds and to pay all necessary legal, financial and contingent costs in connection with the issuance of the Refunding Bonds, this Board hereby authorizes the issuance of the Refunding Bonds and orders such Refunding Bonds sold at a competitive sale, in one or more series, such that the Refunding Bonds shall be dated as of a date to be determined by the Authorized Officers, shall bear interest at a rate not-to-exceed the maximum rate allowed by law, shall be payable upon such terms and provisions as shall be set forth in the Refunding Bonds, shall mature on the dates and in the amounts set forth in the Official Statement (defined herein), and shall be in an aggregate principal amount not-to-exceed $65,000,000. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

SECTION 2. Bond Registrar. This Board does hereby appoint the Treasurer and Tax Collector, as authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Bond Registrar") for the Refunding Bonds on behalf of the District. The Treasurer and Tax
Collector is authorized to contract with any third party to perform the services as Bond Registrar hereunder. This Board hereby approves the payment of the reasonable fees and expenses of the Bond Registrar as they shall become due and payable. The fees and expenses of the Bond Registrar which are not paid as a cost of issuance of the Bonds may be paid in each year from ad valorem taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code. The Bank of New York Mellon Trust Company, N.A. is approved as the initial agent for the Treasurer and Tax Collector to act as Bond Registrar.

SECTION 3. Approval of the Notice Inviting Proposals for Purchase of Refunding Bonds. The competitive sale of the Refunding Bonds shall be undertaken pursuant to the Notice Inviting Proposals for Purchase of Refunding Bonds and Notice of Intention to Sell, set forth in Exhibits A, B and C hereto. The Chancellor of the District (the “Chancellor”), the Chief Financial Officer/Treasurer (the “CFO”), or a designated deputy thereof (collectively the “Authorized Officers”) each alone, are hereby authorized to execute the Notice of Intention to Sell attached hereto as Exhibit C (the “Notice of Intention”) and to cause the Notice of Intention to be published in The Bond Buyer once at least five (5) days prior to the date set to receive bids.

The terms and conditions of the offering and the sale of the Refunding Bonds shall be as specified in the Notice Inviting Proposals for Purchase of Refunding Bonds. The Board shall award the sale of the Refunding Bonds by acceptance of the bids with the lowest true interest cost with respect to the Refunding Bonds, so long as the principal amount of the Refunding Bonds does not exceed $65,000,000 and the true interest cost does not exceed 6% per annum.

KNN Public Finance, the financial advisor to the District (the “Financial Advisor”), is hereby authorized and directed to cause to be furnished to prospective bidders a reasonable number of copies of the Notice Inviting Proposals for Purchase of Refunding Bonds (including the Bid Form) and a reasonable number of copies of the Official Statement.

The Board hereby approves the competitive sale of the Refunding Bonds, having determined that a competitive sale contributes to the District’s goal of achieving the lowest overall cost of funds. The Board estimates that the costs associated with the issuance of the Refunding Bonds and any such costs which the successful bidder or bidders agrees to pay pursuant to the Notice Inviting Proposals for Purchase of Refunding Bonds, will equal approximately 1.5% of the principal amount of the Refunding Bonds.

The Financial Advisor and/or Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California (“Bond Counsel”), are hereby authorized and directed to open the bids at the time and place specified in the Notice Inviting Proposals for Purchase of Refunding Bonds and to present the same to the Authorized Officers. The Financial Advisor and/or Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to the Notice Inviting Proposals for Purchase of Refunding Bonds; to cause said bids to be examined for compliance with the Notice Inviting Proposals for Purchase of Refunding Bonds; and to cause computations to be made as to which bidder has bid the lowest true interest cost with respect to the Refunding Bonds, as provided in the Notice Inviting Proposals for Purchase of Refunding Bonds, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Refunding Bonds and the proceedings for the issuance thereof.

SECTION 4. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Official Statement):
(a) "Act" means Sections 53550 et seq. of the California Government Code.

(b) "Bond Insurer" means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Refunding Bonds.

(c) "Bond Payment Date" means (unless otherwise provided for in the Official Statement), with respect to the Refunding Bonds, February 1 and August 1 of each year commencing August 1, 2013 with respect to interest on the Refunding Bonds and August 1 of each year commencing August 1, 2014 with respect to the principal payments on the Refunding Bonds.

(d) "Bond Registrar" means initially, the Treasurer and Tax Collector, and afterwards The Bank of New York Mellon Trust Company, N.A., as agent of the Treasurer and Tax Collector, or any other such bond registrar designated in the Official Statement.

(e) "Code" means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) "Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement by and between the District and the dissemination agent named therein, dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

(g) "Depository" means, initially, DTC, and thereafter the securities depository acting as Depository pursuant to Section 5(c) hereof.

(h) "DTC" means The Depository Trust Company, New York, New York, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320, a limited purpose trust company organized under the laws of the State of New York, in its capacity as Depository for the Refunding Bonds.

(o) "Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

(p) "Escrow Agreement" means the Escrow Agreement relating to the Refunded Bonds by and between the District and the Escrow Agent.

(q) "Federal Securities" means securities as permitted, in accordance with the authorizing resolutions of the County pursuant to which the Prior Bonds were issued, to be deposited with the Escrow Agent for the purpose of defeasing the Prior Bonds.

(r) "Information Services" means Financial Information, Inc.'s "Financial Daily Called Bond Service"; Mergent Inc.'s Called Bond Department; or Standard & Poor's J.J. Kenny Information Services' Called Bond Service; or Mergent Inc.'s Called Bond Department.

(s) "Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 5(c) hereof.

(f) "Official Statement" means the Official Statement for the Refunding Bonds, as described in Section 16 hereof.
(u) "Outstanding" means, when used with reference to the Refunding Bonds, as of any date, Refunding Bonds theretofore issued or thereupon being issued under this resolution except:

(i) Refunding Bonds canceled at or prior to such date;

(ii) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been delivered pursuant to Section 7 hereof; or

(iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 18 of this Resolution.

(v) "Owner" or "Registered Owner" means the registered owner of a Refunding Bond as set forth on the registration books maintained by the Bond Registrar pursuant to Section 7 hereof.

(w) "Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(x) "Principal" or "Principal Amount" means, with respect to any Refunding Bond, the principal or principal amount thereof.

(y) "Rating Agencies" means Standard & Poor's Ratings Services, Standard & Poor's Financial Services LLC business, and Moody's Investors Services.

(z) "Record Date" means the close of business on the 15th day of the month preceding each Bond Payment Date.

(aa) "Securities Depository" means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320 with Cede & Co. as its nominee.

(bb) "Term Bonds" means those Refunding Bonds for which mandatory redemption dates have been established in the Official Statement.

(ii) "Treasurer and Tax Collector" means, the Treasurer and Tax Collector of Los Angeles County.

SECTION 5. Terms of the Refunding Bonds.

(a) Denomination, Interest, Date of Delivery. The Refunding Bonds shall be issued as bonds registered as to both principal and interest, in the denominations of $5,000 or any integral multiple thereof. The Refunding Bonds will be initially registered to "Cede & Co.," the Nominee of the DTC.

Each Refunding Bond shall be dated the date of delivery or such date as shall appear in the Official Statement (the "Date of Delivery"), and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is
authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery.

The Refunding Bonds shall bear interest at a rate or rates such that the interest rates or true interest cost shall not exceed the maximum rate permitted by law. Interest shall be payable on the respective Bond Payment Dates. Interest on the Refunding Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

No Refunding Bond shall mature later than the final maturity date of the Refunded Bonds to be refunded from proceeds of such Refunding Bond.

(b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to their stated maturity dates as provided in the Official Statement.

(ii) Mandatory Redemption. Unless otherwise provided in the Official Statement, the Term Refunding Bonds are subject to mandatory redemption from moneys in the Debt Service Fund established in Section 11 hereof prior to their stated maturity dates, without premium, on each August 1, in the Principal Amounts as set forth in the Official Statement.

In the event that a portion of any Term Bond is optionally redeemed pursuant to Section 5(b)(i) hereof, the remaining sinking fund payments shall be reduced proportionately or as otherwise directed by the District, in integral multiples of $5,000, in respect to the portion of such Term Refunding Bonds optionally redeemed.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Outstanding Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Bond Registrar identified below, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Bond Registrar shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Bond Registrar shall determine; provided, however, that the portion of any Refunding Bond to be redeemed in part shall be in the Principal Amount of $5,000 or any integral multiple thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 5(b)(i) hereof, the Bond Registrar, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Bond Registrar; the redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed; the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the Principal Amount of such Refunding Bond to be redeemed; and the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding
Bond or portion thereof being redeemed, at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue.

The Bond Registrar shall take the following actions with respect to such Redemption Notice:

(A) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(B) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Security Depository.

(C) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

Neither failure to receive or failure to publish any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Bond Registrar for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer. Such redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Refunding Bonds.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Bond Registrar shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in transfer amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 18 hereof, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 5(b)(i) hereof, together with interest accrued to such redemption date, shall be held by the Bond Registrar (or an independent escrow agent selected by the District) so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to
accru and become payable. All money held by or on behalf of the Bond Registrar (or an independent escrow agent selected by the District) for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 5 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Bond Registrar.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Bond Registrar (or an independent escrow agent selected by the District), in form satisfactory to it, and sufficient moneys shall be held by the Bond Registrar (or an independent escrow agent selected by the District) irrevocably in trust as provided in Section 18 hereof for the payment of the redemption price of such Refunding Bonds or portions thereof, and, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Bond Registrar for cancellation.

(viii) Conditional Notice of Redemption. With respect to any notice of optional redemption of Refunding Bonds, unless upon the giving of such notice, such Refunding Bonds shall be deemed to have been paid within the meaning of Section 5(vii) hereof or unless the Bond Registrar holds cash or Government Obligations sufficient to pay the principal, premium, if any, and interest on the Refunding Bonds to be redeemed, such notice may state that such redemption shall be conditional upon the receipt by the Bond Registrar on or prior to the date fixed for such redemption of moneys sufficient to pay the principal, premium, if any, and interest on such Refunding Bonds and that if such moneys shall not have been so received said notice shall be of no force and effect and the Bond Registrar shall not be required to redeem such Refunding Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Bond Registrar shall be within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

(c) Book-Entry System.

(i) Definitions. As used in this Section, the terms set forth below shall have the meanings ascribed to them:

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(ii) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten)
for each maturity date of such Refunding Bonds in an authorized denomination (except for any odd denomination Refunding Bond). The ownership of each such Refunding Bond shall be registered in the Bond Register (as defined below) in the name of the Nominee, as nominee of the Depository and ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 5(c)(ii)(4).

With respect to book-entry Refunding Bonds, the District and the Bond Registrar shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Refunding Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Refunding Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Refunding Bonds to be prepaid in the event the District redeems the Refunding Bonds in part; or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Principal, premium, if any, or interest on the book-entry Refunding Bonds. The District and the Bond Registrar may treat and consider the person In whose name each book-entry Refunding Bond is registered in the Bond Register as the absolute owner (the "Registered Owner" or "Owner") of such book-entry Refunding Bond for the purpose of payment of Principal of and premium and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all Principal of and premium, if any, and interest on the Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, and premium, if any, and interest on the Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, and premium, if any, and interest on the Refunding Bonds. Upon delivery by the Depository to the Owner and the Bond Registrar, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such Nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Refunding Bonds for the Depository's book-entry system, the District and the Bond Registrar shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Bond Registrar any obligation whatsoever with respect to persons having interests in such book-entry Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Bond Registrar shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Bond Registrar shall take such other
actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Refunding Bonds for the Depository’s book-entry program.

2. **Selection of Depository.** In the event (i) the Depository determines not to continue to act as securities depository for book-entry Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial Owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such book-entry Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 5(c).

3. **Payments to Depository.** Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Refunding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or the Bond Registrar with respect to Principal of and premium, if any, or interest on the Refunding Bonds and all notices with respect to such Refunding Bonds shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Bond Registrar notwithstanding any inconsistent provisions herein.

4. **Transfer of Refunding Bonds to Substitute Depository.**

   (A) The Refunding Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

   (1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 5(c)(ii)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

   (2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

   (3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its
functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 5(c)(ii)(4)(A)(1) or (2), upon receipt of all Outstanding Refunding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 5(c)(ii)(4)(A)(3), upon receipt of all Outstanding Refunding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Bond Registrar shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Refunding Bonds evidencing a portion of the Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in Principal, in form acceptable to the Bond Registrar, all in accordance with the Letter of Representations. The Bond Registrar shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

(D) The District and the Bond Registrar shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Bond Registrar or the District; and the District and the Bond Registrar shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial Owners of the Refunding Bonds. Neither the District nor the Bond Registrar shall have any responsibility or obligation, legal or otherwise, to any such beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Bond Registrar may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

SECTION 6. Execution of the Refunding Bonds. The Refunding Bonds shall be signed by the President of the Board or other member of the Board authorized to do so by resolution of the Board, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of the Board or Secretary to the Board, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is
signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 7. Bond Registrar; Transfer and Exchange. This Board does hereby appoint the Treasurer and Tax Collector to act as the Bond Registrar for the Refunding Bonds, and approves The Bank of New York Mellon Trust Company, N.A., as the agent of the Treasurer and Tax Collector.

So long as any of the Refunding Bonds remains Outstanding, the District will cause the Bond Registrar to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 8 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the Principal of and premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District’s liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the designated office of the Bond Registrar, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the designated office of the Bond Registrar together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer, the Bond Registrar shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Refunding Bond shall become mutilated, the District, at the expense of the Owner of said Refunding Bond, shall execute, and the Bond Registrar shall thereupon authenticate and deliver, a new Refunding Bond of like series, tenor and Transfer Amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Bond Registrar of the Refunding Bond so mutilated. If any Refunding Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Bond Registrar and, if such evidence be satisfactory to the Bond Registrar and indemnity for the Bond Registrar and the District satisfactory to the Bond Registrar shall be given by the Owner, the District, at the expense of the Refunding Bond Owner, shall execute, and the Bond Registrar shall thereupon authenticate and deliver, a new Refunding Bond of like Series and tenor in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen (or if any such Refunding Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Refunding Bond the Bond Registrar may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Bond Registrar and the District). The Bond Registrar may require payment of a reasonable fee for each new Refunding Bond issued under this paragraph and of the expenses which may be incurred by the District and the Bond Registrar.
If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Bond Registrar shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Bond Registrar shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Bond Registrar for payment, retirement, exchange, replacement or transfer shall be cancelled by the Bond Registrar. The District may at any time deliver to the Bond Registrar for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Bond Registrar. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Bond Registrar as requested by the District. The cancelled Refunding Bonds shall be retained for three years, then returned to the District or destroyed by the Bond Registrar as directed by the District.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

SECTION 8. Payment. Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Bond Registrar as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his or her address as it appears on such registration books or at such other address as he may have filed with the Bond Registrar for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount of $1,000,000 or more may request in writing to the Bond Registrar that such Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date. The Principal, and redemption price, if any, payable on the Refunding Bonds and the redemption price, if any, shall be payable upon maturity or redemption upon surrender at the designated office of the Bond Registrar. The interest, Principal and premiums, if any, on the Refunding Bonds are general obligations of the District payable solely from the levy of ad valorem property taxes upon all property subject to taxation within the District.

SECTION 9. Form of the Refunding Bonds. The Refunding Bonds shall be in substantially the following form, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution and the Official Statement and to correct any defect or inconsistency therein or to cure any ambiguity or omission therein.
(Form of Refunding Bond)

REGISTERED
NO. $___________

LOS ANGELES COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2013 GENERAL OBLIGATION REFUNDING BONDS

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
___% per annum August 1, 20___ Date of Delivery

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Los Angeles Community College District (the “District”) in Los Angeles County, California (the “County”), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the “Bond Payment Dates”), commencing August 1, 2013. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2013, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the “Registered Owner”) on the Register maintained by the Bond Registrar, initially The Bank of New York Mellon Trust Company, N.A., as the agent of the Treasurer and Tax Collector of the County. Principal is payable upon presentation and surrender of this bond at the principal office of the Bond Registrar. Interest is payable by check or draft mailed by the Bond Registrar on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the “Record Date”). The Owner of Refunding Bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 et seq. (the “Act”), for purpose of refunding certain of the District’s Outstanding Election of 2003 General Obligation Bonds, 2003 Series B and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on March 6, 2013 (the “Bond Resolution”). This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of
ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252. The Refunding Bonds of this issue are general obligations of the District.

The bonds of this issue comprise $___________ principal amount of Refunding Bonds, of which this bond is a part (a “Refunding Bond”).

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Bond Registrar in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Refunding Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to their respective maturity dates. The Refunding Bonds maturing on or after August 1, 20__, are subject to optional redemption prior to their respective maturity dates at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Refunding Bonds, together with accrued interest to the date fixed for redemption, without premium.

The Refunding Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Refunding Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

<table>
<thead>
<tr>
<th>Redemption Date (August 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

(i) Maturity
The principal amount to be redeemed in each year shown above will be reduced proportionately or as otherwise directed by the District, in integral multiples of $5,000, by any portion of the Refunding Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of the bonds of such maturity to be redeemed shall be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay Principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.
IN WITNESS WHEREOF, the Los Angeles Community College District, Los Angeles County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees of the District, all as of the date stated above.

BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: __________________________ (Facsimile Signature)
    President of the Board of Trustees

COUNTERSIGNED:

____________________________ (Facsimile Signature)
    Secretary to the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on ____________, 2013.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as the agent for the Los Angeles County Treasurer and Tax Collector

____________________________
    Authorized Officer
ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: ___________________________   ___________________________

Signature Guaranteed:

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: __________________________

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered Owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary to the Board of Trustees
SECTION 10. Delivery of the Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the original purchaser upon payment of the purchase price therefor.

SECTION 11. Deposit of Proceeds of Refunding Bonds; Escrow Agreement. An amount of the proceeds from the sale of the Refunding Bonds necessary to purchase Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the “Los Angeles Community College District 2013 General Obligation Refunding Bonds Escrow Fund” (the “Escrow Fund”) established under the Escrow Agreement, which amount, if uninvested, shall be sufficient, or if invested, together with an amount or amounts of cash held uninvested therein, shall be sufficient to refund the Refunded Bonds all as set forth in a certificate of an Authorized Officer. Premium or proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds may be deposited in the fund of the District held by a fiscal agent selected thereby and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the “Los Angeles Community College District 2013 General Obligation Refunding Bonds Debt Service Fund” (the “Debt Service Fund”) for the Refunding Bonds and used only for payments of Principal of and interest on the Refunding Bonds. The Debt Service Fund shall be held by the County. A portion of the premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of cost of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer and Tax Collector to the Bond Registrar which, in turn, shall pay such moneys to DTC to pay the Principal of and interest on the Refunding Bonds. DTC will thereupon make payments of Principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of Principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal and interest on the Refunding Bonds when due.

SECTION 12. Rebate Fund.

(a) General. If necessary, there shall be created and established a special fund designated the “Los Angeles Community College District 2013 General Obligation Refunding Bonds Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the “Rebate Regulations”). Such amounts shall be free
and clear of any lien hereunder and shall be governed by this Section and Section 13 of this Resolution and by the Tax Certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the “Tax Certificate”).

(b) **Deposits.**

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Rebate Regulations, using as the “computation date” for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1 1/2%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) **Withdrawal Following Payment of Refunding Bonds.** Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.

(d) **Withdrawal for Payment of Rebate.** Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and
(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amount. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, upon written instructions from the District, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Record Retention. The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

SECTION 13. Security for the Refunding Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct ad valorem tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Refunding Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District and used for the payment of the Principal of and interest on the Refunding Bonds when and as the same fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such ad valorem tax in accordance with this Section 13.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer and Tax Collector to the Bond Registrar which, in turn, shall pay such moneys to DTC to pay the Principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of Principal of and interest to the beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to the Education Code Section 15234.

SECTION 14. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the
applicable regulations prescribed under that Section or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 15. Legislative Conditions. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

SECTION 16. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary to or Clerk of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Financial Advisor to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the purchaser of the Refunding Bonds a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

SECTION 17. Insurance. In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the principal of or interest on the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of Principal of, interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Bond Registrar shall note the Bond Insurer’s rights as subrogee on the registration books for the Refunding Bonds maintained by the Bond Registrar upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Bond Registrar shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Bond Registrar upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 18. Defeasance. All or any portion of the Outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts transferred from the Debt Service Fund (as herein defined) is sufficient to pay all Refunding Bonds Outstanding and designated for defeasance, including all Principal of and interest and premium, if any; or
(b) **Government Obligations**: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds Outstanding and designated for defeasance (including all principal of and interest represented thereby and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Refunding Bonds shall cease and terminate, except only the obligation of the Bond Registrar or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service or Standard & Poor's. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the Owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's or "Aaa" by Moody's Investors Service.

SECTION 19. **Nonliability of County**. Notwithstanding anything to the contrary contained herein, in the Refunding Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Refunding Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Refunding Bonds and any liability in connection therewith shall be paid solely from *ad valorem* taxes lawfully levied to pay the principal of or interest on the Refunding Bonds.

SECTION 20. **Indemnification of County**. The District shall defend, indemnify and hold harmless the County, its officials, officers, agents and employees ("Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Refunding Bonds, except with regard to the County's responsibilities under Section 21 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities.
SECTION 21. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds. The District hereby requests such Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Refunding Bonds, and to pay the principal, redemption premium, in any, and interest thereon as and when the same become due.

SECTION 22. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity of the Refunded Bonds plus the Principal amount of the Refunded Bonds.

(c) The Board anticipates that the Refunded Bonds will be redeemed on or about August 1, 2013, which is the first optional redemption date of such Refunded Bonds following the issuance of the Refunding Bonds.

(d) The Board hereby appoints The Bank of New York Mellon Trust Company, N.A. as Escrow Agent for the Refunding Bonds and approves the form of the Escrow Agreement, by and between the District and the Escrow Agent on file with the Secretary to the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by either individual’s execution and delivery thereof.

(e) The Board hereby appoints KNN Public Finance as the Financial Advisor, Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Luna & Glushon and Hawkins Delafield & Wood LLP as Co-Disclosure Counsel, with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution may be amended by the Official Statement; and if the Official Statement so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code.

SECTION 23. Resolution to Treasurer and Tax Collector. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer and Tax Collector and Auditor-Controller of Los Angeles County immediately following its adoption.

SECTION 24. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Agreement executed by the District and dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations.
under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

SECTION 25. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 26. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 6th day of March, 2013, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

______________________________
President of the Board of Trustees

Attest:

______________________________
Secretary to the Board of Trustees
SECRETARY’S CERTIFICATE

I, ________________, Secretary to the Board of Trustees of the Los Angeles Community College District, hereby certify:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on March 6, 2013, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March 6, 2013

______________________________
Secretary to the Board of Trustees
NOTICE INVITING PROPOSALS FOR PURCHASE OF REFUNDING BONDS

$__________

LOS ANGELES COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2013 GENERAL OBLIGATION REFUNDING BONDS

NOTICE IS HEREBY GIVEN that sealed unconditioned proposals will be received to and including the hour of 8:30 a.m., Pacific Standard Time, on April 23, 2013, at the offices of KNN Public Finance, 1333 Broadway, Suite 1000, Oakland, California 94612 (the “Financial Advisor”), in the manner described below, for the purchase of all, but not less than all, of $__________* principal amount of Los Angeles Community College District (Los Angeles County, California) 2013 General Obligation Refunding Bonds (the “Refunding Bonds”). Proposals may also be submitted electronically via the Parity Electronic Bid Submission System (“PARITY”) of Dalcomp, a division of Thomson Information Services, Inc. (“Dalcomp”), in the manner described below, for the purchase of all, but not less than all, of $__________* principal amount of the Refunding Bonds. In the event that the sale has not been awarded by the designated time, bids will be received at a subsequent time and date to be determined by the District and publicized via the Bond Buyer or the Bond Buyer Wire or Thomson Municipal Market Monitor (www.tm3.com).

I. Issue:

The Refunding Bonds will be dated the date of delivery, will be in the denomination of $5,000 each, or integral multiples thereof, and will bear interest from the date of the Refunding Bonds to the maturity of each of the Refunding Bonds at the rate or rates such that the interest rate shall not exceed ___% per annum, with interest payable on August 1, 2013 and semiannually on February 1 and August 1 of each year during the term of each of the Refunding Bonds. The Refunding Bonds mature on August 1 in each of the years set forth in the following schedule:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

* Preliminary, subject to change.
II. Option to Elect Term Refunding Bonds:

The purchaser may elect to combine any number of consecutive maturities of Refunding Bonds for which an identical interest rate has been specified to comprise term bonds by indicating such an election on the bid form. The election to create term bonds in such manner will require the creation of a mandatory sinking fund so that the sinking fund redemption payments shall equal the corresponding serial bond maturity amounts.

III. Adjustment of Principal Amounts:

The principal amounts of each maturity of Refunding Bonds set forth above reflect certain assumptions of the Los Angeles Community College District (the "District") and the Financial Advisor with respect to the likely interest rates of the winning bid or bids. Following the determination of the successful bidder or bidders, the Chief Financial Officer/Treasurer, on behalf of the District, reserves the right to increase or decrease the principal amount of each maturity of the Refunding Bonds, in $5,000 increments of principal amounts. Such adjustment shall be made within 26 hours of the bid opening and in the sole discretion of the District, upon recommendation of the Financial Advisor. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and the successful bid or bids may not be withdrawn, and the successful bidder will not be permitted to change the interest rate(s) in its bid for the bonds. The percentage compensation to be paid to the successful bidder will not change if the maturity schedule is adjusted.

IV. Interest Rates:

The price for each maturity of the Refunding Bonds shall be greater than or equal to ______ % . All bids for the purchase of the Refunding Bonds must state the rate or rates of interest to be paid and no bid at a price less than the par value of the Refunding Bonds, together with all accrued interest thereon to the date of the delivery of the Refunding Bonds, will be considered. All Refunding Bonds of the same maturity must bear the same rate of interest and no Refunding Bond may bear more than one rate. The maximum interest rate bid may not exceed six percent (6%) per annum, and the true interest cost shall not exceed six percent (6.0%) per annum. Bidders may specify any number of different rates to be borne on the Refunding Bonds; provided that, all interest rates must be in multiples of 1/8 or 1/20 of one percent and a zero rate of interest cannot be specified. Interest will be computed on the basis of a 360-day year consisting of 12 30-day months.
V. Redemption:

The Refunding Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to their respective maturity dates. The Refunding Bonds maturing on or after August 1, 20__, are subject to optional redemption prior to their respective maturity dates at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Refunding Bonds, together with accrued interest to the date fixed for redemption, without premium.

VI. Notice of Redemption:

Notice of redemption of any Refunding Bond will be mailed to the Registered Owner of each Refunding Bond to be redeemed in whole or in part at the address shown on the registration records maintained by The Bank of New York Mellon Trust Company, N.A., the Bond Registrar designated for this issue of Refunding Bonds; such mailing to be not more than 45 nor less than 20 days prior to the date set for redemption. Neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of Refunding Bonds.

VII. Registration of Refunding Bonds as to Principal and Interest and Place of Payment:

The Refunding Bonds, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository of the Refunding Bonds. Individual purchases will be made in book-entry form only, in the denominations of $5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Refunding Bonds purchased. Principal and interest are payable in lawful money of the United States of America and will be paid to DTC which in turn will remit such amounts to the beneficial Owners of the Refunding Bonds through DTC’s Participants, as described in the Preliminary Official Statement.

VIII. Authority:

The Refunding Bonds will be issued pursuant to the Constitution and laws of the State of California and pursuant to Section 53550 et seq. of the Government Code.

IX. Security:

Both principal of and interest on the Refunding Bonds are payable solely from an unlimited ad valorem tax levied against all of the taxable property in the District.

X. Form of Bid:

A prescribed form of bid for the Refunding Bonds has been prepared and is attached hereto. Bids must be submitted electronically via PARITY.
All bids which are submitted electronically via PARITY pursuant to the procedures described below shall be deemed to constitute a Bid for Purchase of the Refunding Bonds and shall be deemed to incorporated by reference all of the terms and conditions of this Notice Inviting Proposals for Purchase of Refunding Bonds. The submission of a bid electronically via PARITY shall constitute and be deemed the bidder’s signature on the Bid for Purchase of the Refunding Bonds.

XI. Procedures Regarding Electronic Bidding:

Bids may be submitted electronically via PARITY in accordance with this Notice Inviting Proposals for Purchase of Refunding Bonds, until 8:30 a.m., Pacific Standard Time, on __________, 2013, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice Inviting Proposals for Purchase of Refunding Bonds, the terms of this Notice Inviting Proposals for Purchase of Refunding Bonds shall control. For further information about PARITY, potential bidders may contact the District’s Financial Advisor or PARITY at Dalcomp at (212) 806-8304. In the event that a bid for the Refunding Bonds is submitted via PARITY, the bidder further agrees that:

1. The District may regard the electronic transmission of the bid through PARITY (including information about the purchase price of the Refunding Bonds, the interest rate or rates to be borne by the various maturities of the Refunding Bonds, the initial public offering price of each maturity and any other information included in such transmission) as though the same information were submitted on the Bid for Purchase of the Refunding Bonds form, provided by the District and executed by a duly authorized signatory of the bidder. If a bid submitted electronically by PARITY is accepted by the District, the terms of the Bid for Purchase of the Refunding Bonds and the Notice Inviting Proposals for Purchase of Refunding Bonds and the information that is electronically transmitted through PARITY shall form a contract and the successful bidder shall be bound by the terms of such contract.

2. PARITY is not an agent of the District, and the District shall have no liability whatsoever based on any bidder’s use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the District or information provided by the bidder.

3. The District may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via PARITY’s internet site (www.tm3.com) no later than 1:00 P.M. (Pacific Daylight Time) on the last business day prior to the date of sale.

4. Once the bids are communicated electronically via PARITY to the District as described above, each bid will constitute a Bid for Purchase of the Refunding Bonds and shall be deemed to be an irrevocable offer to purchase the Refunding Bonds on the terms provided in this Notice Inviting Proposals for Purchase of Refunding Bonds. For purposes of submitting all Bids for Purchase of the Refunding Bonds, whether by hand delivery, facsimile or electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

5. Each bidder choosing to bid electronically shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with this Notice Inviting Proposals for Purchase of Refunding Bonds. Neither the District nor Dalcomp shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and
neither the District nor Dalcomp shall be responsible for a bidder’s failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The District is using PARITY as a communication mechanism, and not as the District’s agent, to conduct the electronic bidding for the Refunding Bonds. By using PARITY, each bidder agrees to hold the District harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Refunding Bonds.

In the event that both an electronic bid and a facsimile bid from a single bidder are received at or prior to the bid receipt deadline, and to the extent that there is an inconsistency in the interest rates or price bid, the facsimile shall be deemed to be the bid submitted. No bid received after the deadline shall be considered. In any case, each bid must be in accordance with the terms and conditions set forth in this official Notice Inviting Proposals for Purchase of Refunding Bonds.

XII. Estimate of True Interest Cost:

Bidders are requested (but not required) to supply an estimate of the total true interest cost to the District on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Board of Trustees of the District.

XIII. Deposit:

Except as otherwise provided below, a good faith deposit ("Deposit") in the form of a certified, treasurer's or cashier's check drawn on a solvent commercial bank or trust company in the United States of America or a Financial Surety Bond issued by an insurance company licensed to issue such surety bond in the State of California, made payable to

Los Angeles Community College District
in the amount of

$________

is required for any bid to be accepted. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, such surety bond must be submitted to the District or its Financial Advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Deposit is guaranteed by such Financial Surety Bond. If the winning bidder on the Refunding Bonds is determined to be a bidder utilizing a Financial Surety Bond, then that bidder is required to submit its Deposit to the District in the form of a cashier's check (or wire transfer such amount as instructed by the District or its Financial Advisor) not later than 10:00 a.m. (District's local time) on the next business day following the bid opening. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the District to satisfy the Deposit requirement. If the apparent winning bidder on the Refunding Bonds is determined to be a bidder who has not submitted a Deposit in the form of a Financial Surety Bond or check, as provided above, the Financial Advisor will request the apparent winning bidder to immediately wire the Deposit and provide the Federal wire reference number of such Deposit to the Financial Advisor within 90 minutes of such request by the Financial Advisor. The Refunding Bonds will not be officially awarded to a bidder who has not submitted a Deposit in the form of a Financial Surety Bond or check, as provided above, until such time as the bidder has provided a Federal wire reference number for the Deposit to the Financial Advisor.
No interest on the Deposit will accrue to any bidder. The District will deposit the Deposit of the winning bidder. The Deposit (without accruing interest) of the winning bidder will be applied to the purchase price of the Refunding Bonds. In the event the winning bidder fails to honor its accepted bid, the Deposit plus any interest accrued on the Deposit will be retained by the District. Any investment income earned on the good faith deposit will be paid to the successful bidder in the event the District is unable to deliver the Refunding Bonds. Deposits accompanying bids other than the bid which is accepted will be returned promptly upon the determination of the best bidder.

XIV. Qualification for Sale; Blue Sky:

The purchaser will assume responsibility for taking any action necessary to qualify the Refunding Bonds for offer and sale in jurisdictions other than California, and for complying with the laws of all jurisdictions on resale of the Refunding Bonds, and shall indemnify, defend and hold harmless the District and their respective officers and officials from any loss or damage resulting from any failure to comply with any such law. Compliance with Blue Sky Laws shall be the sole responsibility of the purchaser, and the purchaser shall pay all fees and disbursements related to the qualification of the bonds for sale under the securities or Blue Sky laws of various jurisdictions. The District will furnish such information and take such action not inconsistent with law as the purchaser may request and the District shall deem necessary or appropriate to qualify the Refunding Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the purchaser, provided, however, that the District shall not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. The purchaser will not offer to sell, or solicit any offer to buy, the Refunding Bonds in any jurisdiction where it is unlawful for such purchaser to make such offer, solicitation or sale, and the purchaser shall comply with the Blue Sky and other securities laws and regulations of the states and jurisdictions.

XV. CUSIP Numbers and Other Fees:

CUSIP numbers will be applied for and will be printed on the Refunding Bonds and the cost of printing thereof and service bureau assignment will be purchaser’s responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchaser to refuse to accept delivery of and pay for the Refunding Bonds. The successful bidder shall also be required to pay all fees required by The Depository Trust Company, Bond Market Association, Municipal Securities Rulemaking Board, and any other similar entity imposing a fee in connection with the issuance of the Refunding Bonds (see, “California Debt Advisory and Investment Commission” below).

XVI. Legal Opinion:

The Refunding Bonds are sold with the understanding that the purchaser will be furnished with the approving opinion of Bond Counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation. A copy of the opinion will be attached to the Refunding Bonds. Said attorneys have been retained by the District as Bond Counsel and in such capacity are to render their opinion only upon the legality of the Refunding Bonds under California law and on the exemption of the interest income on such Refunding Bonds from federal and State of California income taxes. Fees of Bond Counsel will be paid from the costs of issuance.
XVII. Tax-Exempt Status:

In the opinion of Bond Counsel, under existing laws, interest on the Refunding Bonds is exempt from all present State of California personal income taxes, and assuming compliance with certain covenants made by the District, interest on the Refunding Bonds is not includable in the gross income of the Owners of the Refunding Bonds for federal income tax purposes, provided that such interest may be included in the calculation for certain taxes, including the corporate alternative minimum tax and the corporate environmental tax. Should changes in the law cause Refunding Bond Counsel’s opinion to change prior to delivery of the Refunding Bonds to the purchaser, the purchaser will be relieved of its responsibility to pick up and pay for the Refunding Bonds, and in that event its Deposit will be returned.

XVII. Certification of Reoffering Price:

As soon as practicable, but not later than five days following the deadline for receipt of bids for the Refunding Bonds, the successful bidder must submit to the District a certificate specifying for each maturity the reoffering price at which at least 10% of the Refunding Bonds of such maturity were sold (or were offered in a bona fide public offering and as of the date of award of the Refunding Bonds to the successful bidder reasonably expected to be sold) to the public. Such certificate shall be in form and substance satisfactory to Bond Counsel and shall include such additional information as may be requested by Bond Counsel.

XIX. Award:

The Refunding Bonds will be awarded to the responsible bidder submitting the best responsive bid, considering the interest rate or rates specified. The best bid will be the bid that represents the lowest true interest cost (“TIC”) to the District for the Refunding Bonds. The TIC is the discount rate that, when compounded semiannually and used to discount all debt service payments on the Refunding Bonds back to the date of delivery of such Refunding Bonds, results in an amount equal to the price bid for said Refunding Bonds. In the event that two or more bidders offer bids for the Refunding Bonds at the same lowest TIC, the District will determine by lottery which bidder will be awarded the Refunding Bonds. For the purpose of calculating the TIC, the mandatory sinking fund payments, if any, shall be treated as serial maturities in such years. The determination of the bid representing the lowest TIC will be made without regard to any adjustments made or contemplated to be made after the award by the Chief Financial Officer/Treasurer, as described herein under “Adjustment of Principal Amounts,” even if such adjustments have the effect of raising the TIC of the successful bid to a level higher than the bid containing the next lowest TIC prior to adjustment.

XX. Delivery:

Delivery of the Refunding Bonds will be made to the purchaser through DTC upon payment in federal funds payable to or for the account of the District at The Bank of New York Mellon Trust Company, N.A., the escrow agent for the District (the “Escrow Agent”), Wire Transfer To: Bank: The Bank of New York Mellon Trust Company, N.A., ABA# __________, FBO: The Bank of New York Mellon Trust Company, N.A., Acct: ___________ , Ref: Los Angeles Community College District, Attn: ___________. The Closing will take place at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, 44 Montgomery Street, Suite 4200, San Francisco,
California 94104, or at the purchaser’s request and expense, at any other place mutually agreeable to both the District and the purchaser.

XXI. Prompt Award:

The Chief Financial Officer/Treasurer of the District, or her designee, will take action awarding the Refunding Bonds or rejecting all bids not later than twenty-six (26) hours after the expiration of the time herein prescribed for the receipt of bid proposals, unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

XXI. California Debt Advisory and Investment Commission:

The successful bidder will be required, pursuant to state of California law, to pay any fees to the California Debt and Investment Advisory Commission (“CDIAC”). CDIAC will invoice the successful bidder after the closing of the Refunding Bonds.

XXII. No Litigation and Non-Arbitrage:

The District will deliver a certificate stating that no litigation is pending affecting the issuance and sale of the Refunding Bonds. The District will also deliver an arbitrage certificate covering its reasonable expectations concerning the Refunding Bonds and the use of proceeds thereof.

XXIX. Official Statement:

The District will make available a Preliminary Official Statement relating to the Refunding Bonds, a copy of which, along with related documents, will be furnished upon request made by mail to KNN Public Finance, 1333 Broadway, Suite 1000, Oakland, California 94612, Attn: David Brodsly, the District’s Financial Advisor for the Refunding Bonds, or telephoned to said Financial Advisor at (415) 839-8200. Such Preliminary Official Statement, together with any supplements thereto, shall be in form “deemed final” by the District for the purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final official statement. The District shall deliver, at closing, a certificate, executed by appropriate officers of the District acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the Refunding Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statement therein, in light of the circumstances under which they were made, not misleading. Copies of the Official Statement will be made available to the purchaser without charge in an amount requested by the purchaser up to 100 copies within seven business days of the date of sale and additional copies will be made available upon request at the purchaser’s expense.

The Internet posting of the Preliminary Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the securities described in the Preliminary Official Statement, in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

The District undertakes that for a certain period of twenty-five (25) days following the end of the “underwriting period” as defined in Rule 15c-2-12 it will (i) apprise the winning bidder if any
event shall occur, or information comes to the attention of the District that, in the reasonable judgment of the District, is reasonably likely to cause the Official Statement (weather or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading with respect to the District after delivery of the Refunding Bonds and (ii) if requested by the winning bidder, prepare a supplement to the final Official Statement with respect to such event or information. The District will presume, unless notified in writing by the winning bidder, the end of the underwriting period will occur on the date of the delivery of the Refunding Bonds. By making a bid on the Refunding Bonds, the winning bidder agrees (i) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official Statement, including any supplements prepared by the District, and to file a copy of the final Official Statement, including any supplements prepared by the district, and to file a copy of the final official Statement with the MSRB through its EMMA system (as provided by ruled 15c2-12) within one business day after receipt thereof from the issuer of its designee, but in any event, no later than the date of closing and (ii) to take any and all other actions necessary to comply with the applicable rules of the Securities and Exchange Commission and rules governing the offering, sale and delivery of the Refunding Bonds on all purchasers, including the requirements of delivery of the final Official Statement.

XXIV. Continuing Disclosure:

In order to assist bidders in complying with Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934, the District will undertake in a Continuing Disclosure Agreement to provide certain annual financial information and Notice of the occurrence of certain events, if material. A description of this undertaking and a form of the Continuing Disclosure Agreement is included in the Preliminary Official Statement.

XXV. Ratings:

Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business and Moody’s Investors Service have assigned to the Refunding Bonds the ratings shown on the cover page of the Preliminary Official Statement or, if not so indicated, will be available upon request from the Financial Advisor. Such ratings reflect only the views of such organization and explanation of the significance of such ratings may be obtained from them as follows: Standard & Poor’s, 55 Water Street, New York, New York 10041, (212) 438-2000, and Moody’s Investors Service, 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, (212) 553-1658. There is no assurance that the ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either of the rating agencies, if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Refunding Bonds.

XXVI. Right to Cancel, Postpone, or Reschedule Sale:

The District reserves the right to cancel, postpone or reschedule the sale of the Refunding Bonds upon notice given through the Bloomberg News Service, Thomson Municipal Market Monitor (www.tm3.com) or The Bond Buyer prior to the time bids are to be received. If the sale is postponed, bids will be received at the place set forth above, at the date and time as the District shall determine. Notice of the new sale date and time, if any, will be given through Bloomberg News Service, Thomson Municipal Market Monitor (www.tm3.com) or The Bond Buyer no later than twenty-three
(23) hours prior to the new time bids are to be received. As an accommodation to bidders, telephone
or fax notice of the postponement of the sale date and of the new sale date will be given to any bidder
requesting such notice from the Financial Advisor. Failure of any bidders to receive such notice shall
not affect the legality of the sale.

XXVII. Additional Information:

Copies of the Notice Inviting Proposals for Purchase of Refunding Bonds, the form of bid,
and the Preliminary Official Statement relating to the Refunding Bonds will be furnished to any
bidder upon request made to KNN Public Finance, Attn: David Brodsly, phone: (510) 839-8200,
dbrodsly@knninc.com, the Financial Advisor.

Dated: ______________, 2013

LOS ANGELES COMMUNITY COLLEGE
DISTRICT

By: ________________________________

Chief Financial Officer/Treasurer
EXHIBIT B

BID FOR THE PURCHASE OF $______________________
LOS ANGELES COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2013 GENERAL OBLIGATION REFUNDING BONDS
_________________________________ 2013

Los Angeles Community College District
Los Angeles County, California

On behalf of a group which we have formed consisting of:

________________________________________

and pursuant to the Notice Inviting Proposals for Purchase of Refunding Bonds hereinafter mentioned, we offer to purchase all of the _______________ Dollars ($___________) principal amount of the Refunding Bonds designated as “Los Angeles Community College District (Los Angeles County, California) 2013 General Obligation Refunding Bonds,” maturing on August 1 in the years and amounts and bearing interest at the rate or rates set forth in the following schedule:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>PRINCIPAL AMOUNT*</th>
<th>INTEREST RATE</th>
<th>INSURANCE</th>
</tr>
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</table>

and to pay therefor the aggregate sum of $______________________ (representing the $___________ principal amount of the Refunding Bonds, plus interest accrued on such Refunding Bonds to the date of delivery thereof, plus premium of $______________________.)

We hereby elect to combine the maturities of Refunding Bonds maturing on the following dates to comprise term bonds:

*Preliminary, subject to change. See “III. Adjustment of Principal Amounts” in the Notice Inviting Proposals for Purchase of Refunding Bonds.
Redemption Dates

through

through

through

Maturity Date

through

1,____

1,____

1,____

This bid is submitted with our intention to purchase municipal bond insurance from
________________________ (fill in if applicable). Such insurance will be obtained at our expense.

This bid is made subject to all the terms and conditions of the Notice Inviting Proposals for Purchase of Refunding Bonds heretofore published, all of which terms and conditions are made a part hereof as fully as though set forth in full in this bid.

As specified in the Notice Inviting Proposals for Purchase of Refunding Bonds, this bid is subject to acceptance not later than 26 hours after the expiration of the time for the receipt of bids, and the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation approving the validity of the Refunding Bonds will be furnished us (if we are the successful bidder) at the time of the delivery of the Refunding Bonds at the expense of the District.

There is submitted herewith a memorandum (which shall not constitute a part of this bid) stating the total true interest cost in dollars on the Refunding Bonds during the life of the issue under this bid, and the true interest rate determined thereby.

We have received and reviewed the Preliminary Official Statement with respect to the Refunding Bonds (the “Preliminary Official Statement”) and as a condition to bidding on the Refunding Bonds, have determined that we can comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

As of the date of award and as of the date of delivery of the Refunding Bonds, all members of our syndicate either participate in DTC or clear through or maintain a custodial relationship with an entity that participates in said depository.

We hereby request that __________ (not to exceed ____) printed copies of the Official Statement with respect to the Refunding Bonds be furnished to us in accordance with the terms of the Notice Inviting Proposals for Purchase of Refunding Bonds.

Respectfully submitted,

Name: ____________________________
(Account Manager)

By: ______________________________

Address: __________________________

City: ____________ State: ____________

Phone: ____________________________

MEMORANDUM OF INTEREST COST: Under the above bid, the total true interest cost on the Refunding Bonds during the life of the issue is $________________ and the true interest rate determined thereby is _____%.
EXHIBIT C

NOTICE OF INTENTION TO SELL

$__________________ *

LOS ANGELES COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2013 GENERAL OBLIGATION REFUNDING BONDS

NOTICE IS HEREBY GIVEN that the Los Angeles Community College District (the "District"), in Los Angeles County, California, intends to offer for public sale on ______, April ___, 2013, at the hour of 8:30 a.m. Pacific Daylight Time, at the office of KNN Public Finance, 1333 Broadway, Suite 1000, Oakland, California 94612 not to exceed $__________________ * principal amount of general obligation refunding bonds of the District designated "Los Angeles Community College District (Los Angeles County, California) 2013 General Obligation Refunding Bonds" (the "Refunding Bonds"). Within 26 hours, the Chief Financial Officer/Treasurer of the District will consider the bids received and, if acceptable bids are received, award the sale of the Refunding Bonds on the basis of the true interest cost. In the event that no bids are awarded by the designated time, proposals will be received at a subsequent time and date to be determined by the District and publicized via PARITY, the Bond Buyer Wire or Thomson Municipal Market Monitor (www.tm3.com).

NOTICE IS HEREBY FURTHER GIVEN that the Refunding Bonds will be offered for public sale subject to the terms and conditions of the Notice Inviting Proposals for Purchase of the Refunding Bonds, dated __________, 2013. Copies of the preliminary Official Statement and Notice Inviting Proposals for Purchase of Refunding Bonds and the form of bid relating to the Refunding Bonds will be furnished upon request made to KNN Public Finance, 1333 Broadway, Suite 1000, Oakland, California 94612, Attn: David Brodsly, phone (510) 839-8200, dbrodsly@knninc.com the Financial Advisor to the District for the Refunding Bonds.

Dated: __________, 2013

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: ________________________________

Chief Financial Officer/Treasurer

* Preliminary, subject to change.
Subject: RATIFICATIONS FOR BUSINESS SERVICES

In accordance with the California Education Code and Los Angeles Community College District Board Rules, the following routine transactions are reported for ratifications:

A. PURCHASE ORDERS 756 issued from January 1, 2013 to January 31, 2013 which totaled $1,593,964.

B. AUTHORIZATIONS TO PAY 14 issued from December 1, 2012 to December 31, 2012 which totaled $4,780.

C. FACILITIES ORDER FORMS 61 issued from January 1, 2013 to January 31, 2013 which totaled $191,979.

D. AGREEMENTS FOR ART MODELING SERVICES 23 issued which totaled $3,378.

E. AGREEMENTS FOR ATHLETIC OFFICIATING SERVICES 2 issued which totaled $24,940.

F. CONTRACT EDUCATION AGREEMENTS
   Agreement Nos.: 4500178980(extend); 4500178981(extend); 4500179093(extend); 4500182465
   (Total Income: $40,229)

G. LEASE OF EQUIPMENT AGREEMENT
   Agreement No.: 4500182692
   (Total Cost: $11,604)

Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Daniel J. LaVista, Chancellor
H. MAINTENANCE AGREEMENTS

Agreement Nos.: 4500156425(renew); 4500166198(renew); 4500182647; 4500182496; 4500122019(renew); 4500182688; 4500127590(renew)

(Total Cost: $58,615)

I. PARTNERSHIP AGREEMENTS

Agreement Nos.: 4500182078; 4500168202(renew)

(Total Income: $25,110)

J. REVENUE SHARING AGREEMENT

Agreement No.: 4500137172(amend)

(Total Cost: $185,000)

K. STUDENT INTERN AGREEMENTS

Agreement Nos.: 4500182169; 4500182171; 4500178548; 4500182043; 4500182044; 4500182045; 4500182046; 4500182047; 4500182048; 4500182049

(Total Cost: $0)

L. SERVICE AGREEMENTS

Agreement Nos.: 4500182952; 4500182953; 4500183137; 4500183138; 4500171451(renew); 4500182438; 4500182439; 4500164536(renew); 4500175592(amend); 4500182069; 4500182075; 4500182457; 4500166101(renew); 4500169946(renew); 4500171510(renew); 4500145053(renew); 4500178106(correct); 4500182106; 4500182186; 4500182187; 4500182462

(Total Cost: $606,023)

M. SPECIAL GRANT FUNDED AGREEMENTS

Agreement Nos.: 4500182954; 4500169846(renew); 4500182570; 4500177162(amend); 4500182456; 4500181083(extend); 4500182568; 4500165949(renew); 4500171517(renew); 4500096050(extend); 4500140078(extend); 4500182114; 4500182460
N. SHORT TERM AGREEMENTS PREPARED AT SITE LOCATIONS FOR SERVICES, RENTAL & MAINTENANCE OF EQUIPMENT, AND LICENSE & MAINTENANCE OF SOFTWARE $5,000 OR LESS PER YEAR

Agreement Nos.: 4500182263; 4500182264; 4500182411; 4500182025; 4500182027; 4500182354; 4500182369; 4500182371; 4500182372; 4500181131; 4500181241; 4500181318; 4500182260; 4500182294; 4500182318; 4500180984; 4500180987; 4500182148; 4500181750; 4500181756; 4500181757; 4500181758; 4500181761; 4500181763; 4500181766; 4500181766; 4500181778; 4500181577; 4500181578; 4500181579; 4500181580; 4500181540; 4500181800; 4500181846; 4500181847; 4500181864; 4500182113; 4500182115; 4500182285; 4500182292; 4500182293; 4500182301; 4500182320; 4500182358; 4500181712

(Total Cost: $96,599)

O. SETTLEMENT OF CLAIM

Claim No.: SC117668

(Total Cost: $50,000)
Subject: BUSINESS SERVICES ROUTINE REPORT

I. AUTHORIZE INTENT TO AWARD AND ENTER INTO NEGOTIATION OF A PROFESSIONAL SERVICES AGREEMENT

Authorize intent to award and enter into contract negotiations with Higher One, Inc. to provide third party electronic payment processing services, beginning approximately during the Spring of 2014 when work is scheduled to begin on integrating the third party payment processing system with the Peoplesoft Student Information System.

Background: In January 2012, a committee, comprised of 15 representatives from the District Office and LACCD colleges, was constituted for the selection of a vendor to provide processing of third party payment (i.e., credit/debit cards and electronic checks) services. These representatives represented various user groups including college Vice Presidents of Administration, CFA/AVPs, Business Offices and Bookstores.

In keeping with the requirements contained in LACCD Business Operations Policy and Procedures 04-08, the committee developed the functional requirements, which would serve as the basis for the Request for Proposal (RFP), vendor demonstrations and reference checking. The committee also determined evaluation criteria and activities, as well as the relative weight that each of these activities would have in allocating points to the vendors, which in turn would determine which vendor would be selected for recommendations. These activities included written proposal evaluation, scripted vendor demonstrations and reference checking. In addition, vendors were awarded points for the responses to the functional requirements in Advantiv's Decision Director requirements database, as well as pricing.

For two weeks starting July 9, 2012 through July 16, 2012, a Request for Proposals (RFP) which solicited these services was advertised in the Los Angeles Daily Journal. Subsequently, three responsive proposals were received by the August 3, 2012 due date.

Using the methodology developed by the Third Party Payment Services Selection Committee, Higher One, Inc. received the highest aggregate final rating. Therefore the committee is recommending that the Board of Trustees take action to enter into negotiations with Higher One, Inc. as the vendor to
provide third party payment processing services to the District.

This action is to authorize the intent to award the contract and direct staff to proceed with contract negotiations with Higher One, Inc. A subsequent authorization by the Board of Trustees to approve the contract will be sought once the agreement has been fully negotiated and finalized by both parties.

II. RATIFY PROFESSIONAL SERVICE AGREEMENTS

A. Ratify agreement with Meyers, Nave, Riback, Silver & Wilson, for the assignment of counsel to be made immediately in order to address a bid protest and related issues in a timely manner. Period of agreement is February 5, 2013 to December 31, 2013, inclusive. Total cost not to exceed: $325 per hour.

Background: The firms on the District’s panel that would ordinarily have been assigned had a conflict of interest regarding the Program Manager Request for Proposal. This firm has a substantial background in public contracting disputes and was among the top-scoring firms in the previous selection process. Funding is from Bond A, AA and Measure J funds.

B. Ratify an agreement with Ramona Munsell & Associates Consulting, Inc. to provide consulting, technical assistance and grant writing services for the successful 2012-2017 Upward Bound Math & Science Grant Project at Los Angeles Valley College during the period September 1, 2012 to August 31, 2017, inclusive, at a total cost of $87,500.

Background: Contractor’s services will include grant management assistance with program implementation and assistance with annual performance reports during the term of the grant awarded and funded by the United States Department of Education Award Number P031C110014. College will pay a fee equal to 7% of the 2012-2017 Upward Bound Math & Science Grant Project funds received by the college each year during the term of the grant. Funding is through the College General fund.

III. RATIFY ACCEPTANCE OF DONATIONS

Ratify the following donations and express appreciation to the donors for their contributions to the District’s educational program.

Los Angeles Valley College

1. Various audio visual equipment and supplies, from Mr. Jordan Chamofsky, valued at $1,000 by the donor, to be used in the Music Department control rooms.
2. 50 books on classical literature, the humanities, peace studies and multidisciplinary dialogues, from Soka Gakkai International USA, valued at $750 by the donor, to be used in the Library.

3. One HP Laserjet Pro CO 421682 printer, from Alfred Zucker, valued at $486.99 by the donor, to be used in the English Department.

4. Cash donation of $1,185.46 from the Los Angeles Valley College Foundation, to be used to purchase glassware for the Chemistry Laboratory Instructional Programs.
Subject: FACILITIES PLANNING AND DEVELOPMENT ROUTINE REPORT

The following items are recommended for approval by Facilities Planning and Development as part of the Consent Calendar for the Board of Trustees Meeting Agenda for the date shown.

The Consent Calendar may be approved with a single vote. Any member of the Board of Trustees has the authority to remove any item listed and have it included on the Action Calendar for a separate vote.

Information regarding each item on the Consent Calendar can be found in FPD1 – Resource Document.

I. AUTHORIZE PROFESSIONAL SERVICE AGREEMENTS

A. Authorize an Agreement with gkkworks to provide continued project closeout services for the Franklin Hall Modernization and Jefferson Hall Modernization projects, and to provide programming/design criteria services for the Holmes Hall Modernization project at Los Angeles City College.

B. Authorize the following actions for an agreement with Sirius Environmental to provide environmental review services campus-wide at Los Angeles Harbor College.

C. Authorize an agreement with TDM Architects, Inc. for Campus Modernization Phase I project at Los Angeles Mission College.

D. Authorize an agreement with Froelick, Kow & Gong Architects, Inc. to provide continued design services for the Exhibition & Events Center - Phase 1B project at Pierce College.

E. Authorize an agreement with NACJArchitecture to provide design services for the Transportation and Accessibility Improvements project at Los Angeles Southwest College.

F. Authorize an agreement with EPI-USE America, Inc. to provide software version upgrade services for the Facilities Management (CMMS) and Building Management Interface project District-wide.

G. Authorize actions for a short term agreement with NAI Capital to provide continued real estate brokerage and advisory services District-wide.

H. Authorize short term Task Order based agreements with certain firms to provide continued Relocation Project Management (RPM) services for specific Bond projects.

I. Authorize a short term agreement with Dansure, Inc. to provide continued safety management consulting services in support of the Bond program District-wide.
J. Authorize a short term agreement with Safety Environmental Consulting to provide continued safety management consulting services in support of the Bond program District-wide.

II. AUTHORIZE AMENDMENT TO PROFESSIONAL SERVICE AGREEMENTS

A. Authorize Amendment No. 2 to Agreement No. 31369-1 with Steinberg Architects to provide additional design and construction administration services for the Health, Fitness and PE Building project at Los Angeles City College.

B. Authorize Amendment No. 4 to Agreement No. 33020 with Miyamoto International, Inc. to provide additional structural engineering design services for the Athletic Field – Netting Poles project at Los Angeles City College.

C. Authorize Amendment No. 6 to Agreement No. 50208 with Miyamoto International, Inc. to provide continued structural engineering services on a Task Order basis campus-wide at Los Angeles City College with assignments made as needed by the College Project Manager from March 7, 2013 through May 26, 2014 at no additional cost.

D. Authorize Amendment No. 1 to Agreement No. 50250 with Kitchell/CEM, Inc. to provide additional constructability review services on a Task Order basis campus-wide to be issued incrementally at the direction of the College Project Manager at Los Angeles City College.

E. Authorize Amendment No. 3 to Agreement No. 32921 with Froehlick, Kow & Gong Architects, Inc. to provide continued and additional design services for the Exhibition & Events Center - Phase 1B - Fence Relocation project at Pierce College.

F. Authorize Amendment No. 1 to Agreement No. 32514-1 with Steinberg Architects to provide additional design services for the Student Learning Environment (SLE) Temporary Child Development Center (CDC) Reuse project at Pierce College.

G. Authorize Amendment No. 3 to Agreement No. 50205 with PSOMAS to provide continued civil engineering services on a Task Order basis campus-wide to be issued incrementally at the direction of the College Project Manager at Los Angeles Valley College.

H. Authorize the following Amendment No. 1 to Agreement No. 50275 with Gale/Jordan Associates, Inc. to provide additional hazardous materials survey consulting services on a Task Order basis campus-wide to be issued incrementally at the direction of the College Project Manager at West Los Angeles College.

I. Authorize Amendment No. 2 to Agreement No. 31470 for an extension of time to the short-term agreement with Merriwether & Williams Insurance Services, Inc. to provide continued contractor surety bond program administrative services.

J. Authorize Amendment No. 2 to Agreement No. 33561 for an extension of time to the short-term agreement with PVJobs to provide for continued District-wide management of the Special Opportunities program for the LACCD Bond program.

K. Authorize Amendment No. 3 to Agreement No. 33586 with Ron Rakich Consulting, Inc. to provide additional risk management consulting services for the bond program District-wide.

III. AUTHORIZE CONSTRUCTION CONTRACT

Authorize a contract with Ramco General Engineering & Building Contractor to provide general construction services for the Temporary Facilities - Gas Line Support Installation & Fire Sprinkler Addition project at Los Angeles City College.
IV. **RATIFY CHANGE ORDERS FOR CONSTRUCTION CONTRACTS GREATER THAN $30,000 IN ORIGINAL COST ISSUED UNDER THE STANDARD “DESIGN-BID-BUILD” METHOD OF PROJECT DELIVERY**

Ratify the following: Change Order No. 6 to Contract No. 33357 with Summit Builders; Change Order No. 12 to Contract No. 31634 with Taisei Construction; Change Order No. 5 to Contract No. 32852-1 with Safeco Insurance Company of America; Change Order No. 10 to Contract No. 33103 with FTR International, Inc.; Change Order No. 3 to Contract No. 33212-1 with Fidelity & Deposit Co. of Maryland; Change Order No. 12 to Contract No. 32407 with Safeco Insurance Company of America; Change Order No. 1 to Contract No. 33578 with Western Group Inc.; Change Order No. 12 to Contract No. 31612 with Sinanian Development, Inc.

V. **RATIFY CHANGE ORDERS FOR CONSTRUCTION CONTRACTS LESS THAN $30,000 IN ORIGINAL COST ISSUED UNDER THE STANDARD “DESIGN-BID-BUILD” METHOD OF PROJECT DELIVERY**

Ratify the following: Change Order No. 3 to Contract No. 33524 with GMZ Engineering, Inc.; Change Order No. 3 to Contract No. 33485 with Ranbay Construction.

VI. **RATIFY SUBSTITUTION OF CONSTRUCTION SUBCONTRACTOR**

Ratify the substitution of construction subcontractor regarding Contract No. 32535 with Pinner Construction Company, Inc. for the Science Complex project at Los Angeles Harbor College.

VII. **AUTHORIZE ACCEPTANCE OF COMPLETION OF CONSTRUCTION CONTRACTS**

A. Authorize Acceptance of Completion of Contract No. 33639 with RAMCO General Engineering & Building Contractor to provide general construction services for the Communications Building Roof Drain/Pump project at Los Angeles City College.

B. Authorize Acceptance of Completion of Contract No. 33366 with Simple Design to provide general construction services for the Student Learning Environments (SLE) - Campus-Wide Improvements project at Pierce College.

C. Authorize Acceptance of Completion of Contract No. 33472 with FYR Landscaping Inc. d/b/a Pierre Sprinkler & Landscape to provide general construction services for the Scheduled Maintenance Project (SMP) - Irrigation Systems Replacement / Lot 5 project at Pierce College.

D. Authorize Acceptance of Completion of Contract No. 33578 with Western Group Inc. to provide general construction services for the Roadway, Walkway, Grounds, Parking Lot (RWGPL) General - Tree Planting project at Los Angeles Valley College.

E. Authorize Acceptance of Completion of Contract No. 70529 with USS Cal Builders, Inc. to provide general construction services for the A - Building Restoration and Modernization project at Los Angeles Trade Technical College.

VIII. **AUTHORIZE AMENDMENT TO LEASE AGREEMENTS**

A. Authorize actions for Amendment No. 2 to Lease Agreement No. 32668 with ModSpace for 12 months for one 48' x 60' modular building for use by the College Project Manager (CPM) at Los Angeles Mission College.
B. Authorize actions for Amendment No. 3 to Lease Agreement No. 32733 with ModSpace for 12 months for one 12’ x 40’ modular building and one 24’ x 40’ modular building for use by the College Project Manager (CPM) at Los Angeles Mission College.

IX. AUTHORIZE AMENDMENT TO DESIGN-BUILD AGREEMENTS

A. Authorize Amendment No. 3 to Agreement No. 33148 with Bernards Bros. Inc. for additional Design-Build services for the Construction Technology Building project at Los Angeles Trade Technical College.

B. Authorize Amendment No. 3 to Agreement No. 33376 with KPRS Construction Services, Inc. for additional Design-Build services for the Campus Wide Improvements General - Phase III project at Los Angeles Trade Technical College.

X. RATIFY AMENDMENT TO DESIGN-BUILD AGREEMENT

Authorize Amendment No. 7 to Agreement No. MCHS 60100 with Bernards Bros. Inc. for additional Design-Build services for the Middle College High School project at Los Angeles Southwest College.

XI. AUTHORIZE PURCHASE ORDER

Authorize a purchase order with IBE Digital to provide an electronic print management system for the Student Union project at Los Angeles City College.
Subject: AUTHORIZE MASTER SERVICE AGREEMENTS FOR TECHNOLOGY TRAINING AND SERVICES

Authorize a Master Service Agreement with each of the following vendors to provide technology training and services on a Task Order basis, District-wide for a period of five (5) years, from start date of March 7, 2013 or as soon thereafter as possible in consideration of the guaranteed individual unit pricing as stated:

- QuickStart Intelligence, Inc.
- Soft-Train Incorporated
- Hewlett-Packard Company
- Integrated Digital Technologies Corporation
- KML Enterprises Career Development LLC, d/b/a New Horizons
- Computer Learning Centers of Southern California

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### AGREEMENT WITH: QuickStart Intelligence Corporation

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Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Daniel J. LaVista, Chancellor

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By: ___________________________ Date: ___________________________
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# AGREEMENT WITH: Hewlett-Packard Company

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**Contract Maximum:** $2,000,000.00

# AGREEMENT WITH: Integrated Digital Technologies Corporation

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## AGREEMENT WITH: KML Enterprises Career Development, LLC d/b/a New Horizons Computer Learning Centers of Southern California

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<td>Deploying, Configuring and Administering Microsoft Lync Server 2010 Vendor Location</td>
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Contract Maximum: $2,000,000
Background: As part of the District-wide technology upgrades it is necessary to train users on specialized software. These service agreements will provide this training for LACCD employees. LACCD staff is not able to deliver the training because training materials are the intellectual property of the manufacturer and they are made available only to certified training partners.

There were five (5) bidders and the awardees are:

- QuickStart Intelligence, Inc.
- Soft-Train Incorporated
- Hewlett-Packard Company
- Integrated Digital Technologies Corporation
- KML Enterprises Career Development LLC, dba New Horizons Computer Learning Centers of Southern California

These proposed agreements are supported by the District Technology Council (College IT Managers) and District's Information Technology Department.

Funding is through Measure J Bond proceeds or through General Funds as applicable. District-wide Technology Training and Services 40J.5J05.24. (Bid# 135). All Phases.
SUBJECT: RATIFY CONSTRUCTION CONTRACT CHANGES ARISING OUT OF DIFFERING SITE CONDITIONS FOR CONSTRUCTION CONTRACTS GREATER THAN $30,000 IN ORIGINAL COST ISSUED UNDER DESIGN-BID-BUILD METHOD OF PROJECT DELIVERY

Adopt a resolution (Attachment 1) finding that the changes shown in Exhibit A below arise out of differing site conditions and are exempt from the Statutory limitation on change orders under Public Contract Code Section 20651:

<table>
<thead>
<tr>
<th>PROJECT NAME &amp; LOCATION and PROJECT NUMBER</th>
<th>CONTRACTOR NAME</th>
<th>ORIGINAL CONTRACT COST</th>
<th>CHANGE ORDER NO., COST, and CUMULATIVE PERCENT CHANGES</th>
<th>NEGOTIATED REDUCTION FROM CONTRACTOR DEMAND</th>
<th>PURPOSE</th>
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| General Classroom Building (Bldg A) and Student Services and Administration Building (Bldg B) | Sinanian Development, Inc. No. 31612 | $42,888,000 Funding is through Proposition A, Proposition AA, and Measure J Bond proceeds. | CO No. 13 for $380,364. Unforeseen Condition CO's Aggregate Absolute Value Total $1,876,521.28 Percentage: 4.38% Total Change Order Aggregate Cost: $4,361,222.65 Percentage: 10.17% | $65,139 | Unforeseen Conditions:  
- Realign and relocate underground utility lines due to unidentified existing structures & utility obstructions  
- Revisions to site retaining walls/structures due to unidentified existing obstructions |

Recommended by: Adriana D. Barrera, Deputy Chancellor
Approved by: Daniel J. LaVista, Chancellor

Chancellor and Secretary of the Board of Trustees

By: ________________________ Date: ________________________
Background

The Change Order listed above has been executed per Board Rule 7100.10 and are presented here for ratification as required therein.

Funding and Development Phase

Funding for each item is shown in the table above. Construction Phase.
Subject: RATIFY CONSTRUCTION CONTRACT CHANGES ARISING OUT OF DIFFERING SITE CONDITIONS FOR CONSTRUCTION CONTRACTS GREATER THAN $30,000 IN ORIGINAL COST ISSUED UNDER DESIGN-BID-BUILD METHOD OF PROJECT DELIVERY

WHEREAS, California Public Contract Code Section 20659 limits the changes or alterations that the Board of Trustees may, without the formality of securing bids from other contractors, authorize to a contract for construction of a public project as defined in California Public Contract Code Section 20651 to the greater of the amount specified in Section 20651 or 10% of the original contract price; and,

WHEREAS, in the course of performance of the work of the referenced project, unforeseen conditions were encountered at the site that differed materially from those indicated in the bidding documents or that due to their unforeseeable nature otherwise constitute “Differing Site Conditions” as that term is defined in the District’s construction contract,

WHEREAS, such unforeseen conditions were not known to or otherwise discoverable by the contractor in the exercise of its duties of review assumed under the bidding and contract documents; and,

WHEREAS, as a result of the foregoing circumstances, changes in the work of the referenced project contract have been identified by the contractor that, if they constituted changes subject to the aforesaid limitation of Section 20659, would cause the monetary limitation of Section 20659 to be exceeded thereby requiring the securing of bids from other contractors before proceeding with the change;

WHEREAS, it has been judicially determined in the case of Voskanian v. Alhambra Unified School District (2012) 204 Cal.App.4th 981 that unknown conditions at a construction site that render a portion of the bidding documents unsuitable for construction do not constitute changes that require authorization in order to be enforceable;

WHEREAS, the District has concluded that the changes identified by the contractor, since they arise from Differing Site Conditions, constitute changes that according to the aforementioned judicial decision do not require authorization by the District and because they do not require authorization are therefore not within the purview of the monetary limitation in Section 20659;

NOW, THEREFORE, BE IT RESOLVED, that:

The Board finds that the changes or adjustments summarized in the Exhibit A constitute changes or adjustments that are not governed by the monetary limitation set forth in California Public Contract Code Section 20659 and as such may be performed by the contractor and without the formality of securing bids from other contractors;

and be it further RESOLVED, that:

the Board of Trustees hereby ratifies execution of the change orders as indicated in the attached action.

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

President, Board of Trustees
SUBJECT: RECEIPT OF BOND PROGRAM PERFORMANCE AUDIT FOR FISCAL YEAR ENDED JUNE 30, 2012

Action

Accept the following:

Performance Audit of Los Angeles Community College District Proposition A, Proposition AA, and Measure J Bond Programs.

Fiscal Year ended June 30, 2012.

By KPMG LLP.

Background

An annual Performance Audit of the District’s Proposition A, Proposition AA, and Measure J Bond Programs is conducted every fiscal year by independent contract auditors as required by the California Constitutional Article 13A and Education Code 15278 and reported to the Board of Trustees.

The Performance Audit was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) and as a requirement for construction bond programs under California Proposition 39. Information collected for the report is for the fiscal year that ended on June 30, 2012.

The Performance Audit was presented to the Capital Construction Committee on January 30, 2013.
SUBJECT: PERSONNEL SERVICES ROUTINE ACTIONS

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DATE RANGE: January 15, 2013 – February 12, 2013; SR: 657; 658; 659; 660; 661

All personnel actions reported herein are in accordance with the Board of Trustees Rules and are within the approved budget. Personnel actions include retirements, employment, leaves, separations/resignations and assignment changes.

The classified assignments noted above have not been certified by the Personnel Commission and are subject to further audit by the Personnel Commission due to SAP transition issues and may be subject to change.

Michael Shanahan  
Sr. Associate Vice Chancellor  
Human Resources

Karen Martin  
Personnel Director  
Personnel Commission

Recommended by: Adriana D. Barrera, Deputy Chancellor  
Approved by: Daniel J. LaVista, Chancellor

Chancellor and Secretary of the Board of Trustees

By ___________________ Date ___________________
# SUBJECT: STATUS ADVANCEMENT OF CONTRACT FACULTY MEMBERS

The following faculty members will, by routine action of the Board under the provisions of Education Code Sections 87608, 87608.5 and 87609, be advanced in status effective at the start of the 2013-14 academic year. This action is contingent upon each individual's completing a full year of service as per Education Code Section 87605.

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<th>Col.</th>
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Recommended by: Michael Shanahan, Sr. Associate Vice Chancellor Human Resources

Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Daniel J. LaVista, Chancellor

Chancellor and Secretary of the Board of Trustees
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Subject: **APPROVAL OF EDUCATIONAL PROGRAMS AND COURSES**

I. **APPROVE NEW COURSES**

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Recommended by: 

Yasmin Delahoussaye, Vice Chancellor

Donald Gauthier, President, DAS

Adriana D. Barrera, Deputy Chancellor

Daniel J. LaVista, Chancellor

Student Trustee Advisory Vote

Chancellor and Secretary of the Board of Trustees
JOURNAL 249 Management Techniques for Staff Editors (1 Unit) PIERCE

JOURNAL 258 Blogging and Social Media (3 Units) PIERCE

JOURNAL 268 Computer Assistant Reporting, Editing and Design (3 Units) PIERCE

KIN MAJ 109 Women in Sport (3 Units) EAST

THEATER 246-3 Vocal Performance Workshop- Level 3 (2 Units) CITY

II. RATIFY ADDITIONS TO EXISTING CREDIT COURSES

The following are college additions of individual courses which have been previously adopted by the Board of Trustees

SOC 004 Sociological Analysis (3 Units) SOUTHWEST

MUSIC 501 College Choir (1 Unit) HARBOR

III. APPROVAL OF NEW EDUCATIONAL PROGRAMS

Los Angeles Harbor College

A. Associate of Arts in Music for Transfer-AA-T (60 Units)
Subject: **AUTHORIZATION OF STUDENT TRAVEL**

A. **East Los Angeles College**

Ratify the travel of four students and one faculty member who attended the 2013 New England Science Symposium in Boston, Massachusetts during the period of March 1, 2013 to March 3, 2013.

**Background:** East Los Angeles College was the sponsor of this event.

**FISCAL IMPLICATION:** The total estimated cost of the trip was not to exceed $1,100.00. The funding for this trip came from the National Science Foundation and from ASSIST; both are specially funded programs.

B. **Los Angeles Pierce College**

Authorize twenty-five students and one faculty member to complete a Biology 11C assignment: conduct field studies of the wetlands environment of the Punta Banda, Baja California, Mexico during the period of March 8, 2013 to March 10, 2013.

**Background:** Pierce College is the sponsor of this event.

**FISCAL IMPLICATION:** The total estimated cost of the trip will not exceed $3,250.00. No District funds will be used for this trip. The students will pay for this trip from their personal funds.

[Signatures and approval details]
C. Los Angeles Valley College

Authorize five students and one faculty member to attend the American Student Association of Community Colleges National Student Advocacy Conference in Washington D.C. during the period of March 15, 2013 to March 19, 2013.

Background: The sponsoring organization is the Associated Student Union (ASU) of Los Angeles Valley College.

FISCAL IMPLICATION: The total estimated cost of the trip will not exceed $7,000.00. No District funds will be used for this trip. Funding will come from the Associated Student Union (ASU).
Subject: **PERSONNEL COMMISSION ACTION**

I. **Classification and Salary Study for Executive Director of Facilities Planning and Development:**

Concur with the action of the Personnel Commission to reallocate the salary schedule for Executive Director of Facilities Planning and Development from (14200.63) to salary schedule (14887.76), effective January 1, 2013.

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**Background:**

The Chancellor requested a salary study for the position of Executive Director of Facilities Planning and Development. In support of the request he cited the following changes in the nature and scope of responsibilities for the position:

- Reestablishment of a centralized management structure for the Bond Program effective September 2012.
- Responsibility for: (1) the supervision of legal counsel for new transactions related to construction and real property acquisition matters effective December 1, 2012; and (2) the selection and supervision of legal counsel for all transactions involving construction, construction defects litigation, and real property acquisitions effective January 1, 2013.

The recommend salary reallocation is based on a salary study which included data for comparable positions at the local, state, and national level which were adjusted to Los Angeles comparable rates using the Cost of Living Index by the Council for Community and Economic Research. The recommended salary takes into consideration the size and complexity of the District and its Bond Program as compared to those of other multi-college community college districts in California as well as the salaries paid to analogous positions in other major public jurisdictions in the Los Angeles area. The salary increase represents an increase of approximately 4.8%.

In conjunction with this study the job description for the classification was updated and the title changed to Chief Facilities Executive.

Recommended by: [Signature]
Karen J. Martin, Personnel Director
Subject: APPROVE ACCREDITATION FOLLOW-UP REPORTS FOR LOS ANGELES HARBOR COLLEGE, LOS ANGELES SOUTHWEST COLLEGE, AND WEST LOS ANGELES COLLEGE

Approve accreditation Follow-up Reports for Los Angeles Harbor College, Los Angeles Southwest College, and West Los Angeles College.

Background: The Accrediting Commission of Community and Junior Colleges requires the Board of Trustees to approve colleges' Follow-up Reports prior to their transmission to the Commission. On February 20, 2013, the Board's Institutional Effectiveness Committee reviewed the Follow-up Reports for Los Angeles Harbor College, Los Angeles Southwest College, and West Los Angeles College and recommended that the Board approve them.
Subject: Initial Proposal of the Los Angeles Community College District Administrators' Unit Represented by California Teamsters Public, Professional & Medical Employees Union Local 911 to the Los Angeles Community College District Regarding Reopener on Compensation Issues of the Collective Bargaining Agreement for 2012-2013

Pursuant to Government Code Section 3547 and the District's public notice procedure, the Los Angeles Community College District Administrators' Unit represented by California Teamsters Public, Professional & Medical Employees Union Local 911 presents its initial proposal as follows:

Teamsters Local 911 requests to re-open Article 9 – Compensation of our Memorandum of Understanding and commence negotiations with district management.

Background: Government Code Section 3547 and the Board Rule 101400 require the District to inform the public of the issues to be negotiated with an employee organization by presenting initial proposals that relate to matters within the scope of representation under the Educational Employment Relations Act at a public meeting of the Board. For that reason, this item is being presented as an informative so that the public can review it and be prepared to comment on it at the Board's next scheduled meeting.
SUBJECT: DISTRICT'S INITIAL PROPOSAL TO THE EXCLUSIVE REPRESENTATIVES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT ADMINISTRATORS' UNIT REPRESENTED BY CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION LOCAL 911 REGARDING NEGOTIATION OF THE COLLECTIVE BARGAINING AGREEMENT TO DISCUSS COMPENSATION MATTERS FOR 2012-2013

Pursuant to Government Code Section 3547 and Board Rule 101400, the Los Angeles Community College District proposes that representatives of the District and agents of the Los Angeles Community College District Administrators' Unit represented by California Teamsters Public, Professional & Medical Employees Union Local 911 re-open the Agreement between the Los Angeles Community College District and the Administrators' Unit represented by California Teamsters Public, Professional & Medical Employees Union, Local 911, dated July 1, 2011 through June 30, 2014 for the purpose of renegotiating compensation issues.

Background: Government Code Section 3547 and Board Rule 101400 require the District to inform the public of the issues to be negotiated with an employee organization by presenting any proposed reopening at a public meeting of the Board. The matter is being noticed on March 6, 2013, with an expected adoption date of March 20, 2013. The public will have an opportunity to comment on March 20, 2013, before the parties begin formal bargaining.

Recommended by:
Michael Shanahan, Sr. Associate Vice Chancellor
Human Resources

Recommended by:
Adriana D. Barrera, Deputy Chancellor
Approved by: Daniel J. LaVista, Chancellor

Chancellor and Secretary of the Board of Trustees

By ___________________________ Date ____________

Page 1 of 1 Pages  Com. No. HRD/B Div. Human Resources Date: 3-20-13

Notice: 3-6-13
SUBJECT: THIRD YEAR PROBATIONARY CONTRACT FACULTY AUTOMATIC STATUS ADVANCEMENT

The following faculty members will, under the provisions of Education Code Sections 87608, 87608.5 and 87609, be advanced in status effective at the start of the 2013-14 academic year. This action is contingent upon each individual's completing a full year of service as per Education Code Section 87605.

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SUBJECT: EMPLOYMENT ACTIONS REGARDING ACADEMIC AND CLASSIFIED EMPLOYEES

I. MARCH 15 NOTICE REGARDING THREE ACADEMIC ADMINISTRATORS

A. Authorize and direct the Chancellor to issue a March 15th notice to EN 1035022, an academic administrator assigned to Los Angeles City College, informing the individual that he/she will not be retained in his/her current administrative assignment beyond June 30, 2013.

B. Authorize and direct the Chancellor to issue a March 15th notice to EN 1029162, an academic administrator assigned to Los Angeles Trade-Technical College, informing the individual that he/she will not be retained in his/her current administrative assignment beyond June 30, 2013.

C. Authorize and direct the Chancellor to issue a March 15th notice to EN 1034930, an academic administrator assigned to Los Angeles Southwest College, informing the individual that he/she will not be retained in his/her current administrative assignment beyond June 30, 2013.

Background: To effect changes in the terms and conditions under which academic administrators are employed, an academic administrator in the District must receive timely notice that he or she may not be retained in his/her current administrative position beyond June 30. This action authorizes and directs the Chancellor to issue the appropriate notice to this individual.

Recommended by: Michael Shanahan, Sr. Associate Vice Chancellor
Human Resources

Recommended by: Adriana D. Barrera, Deputy Chancellor
Approved by: Daniel A. LaVista, Chancellor

Chancellor and Secretary of the Board of Trustees

By ____________________________ Date ____________________________
II. SUSPENSION OF CLASSIFIED PERMANENT EMPLOYEE

The five (5) day suspension of employee (EN802676) assigned to West Los Angeles College as a permanent Financial Aid Technician based on the following causes:

- Inattention To Or Dereliction Of Duty
- Insubordination
- Willful Misconduct Or Any Other Willful Failure Of Good Conduct Tending To Injure The Public Service
- Discourteous, Abusive, Or Threatening Language Or Behavior Directed Toward Any Person, Including Sexual Harassment, Racial Harassment, Or Other Prohibited Actions Or Behavior

Background: The above recommendation is in accordance with procedures listed in Education Code Section 88123 and Personnel Commission Rule 735. Evidence is on file in the Employer-Employee Relations Unit of the Human Resources Division to support the above recommendation.

Due process rights guaranteed by Skelly v. State Personnel Board, 15 Cal. 3d 194 (1975) have been afforded the above listed permanent employee.

III. DISMISSAL OF CLASSIFIED PERMANENT EMPLOYEE

The dismissal of employee (EN1029155) assigned to Los Angeles Mission College as a permanent Custodian is based on the following causes:

- Conviction Of Any Controlled Substance Offence As Defined In Education Code Section 87011
- Failure To Disclose Material Facts Or The Making Of Any False Or Misleading Statement On An Official Document Of The District Or Personnel Commission
- Failure to Disclose Material Facts Regarding Criminal Records
- One Or More Criminal Conviction Which Indicate That The Person Is A Poor Employment Risk In The Job Classification He/She Holds

Background: The above recommendation is in accordance with procedures listed in Education Code Section 88123 and Personnel Commission Rule 735. Evidence is on file in the Employer-Employee Relations Unit of the Human Resources Division to support the above recommendation.

Due process rights guaranteed by Skelly v. State Personnel Board, 15 Cal. 3d 194 (1975) have been afforded the above listed permanent employee.
IV. **ELIMINATION OF POSITION IN ACADEMIC SERVICE**

Eliminate the position of Executive Vice President occupied by EN 1034930 at Los Angeles Southwest College effective June 30, 2013.

**Background:** The President of Los Angeles Southwest College has requested this action based on a reorganization of the college’s administrative structure in favor of the model used throughout the other eight District colleges.
Subject: STUDENT DISCIPLINE – EXPULSION

I. Expel Los Angeles Trade-Technical College student, SID# - - 2820, from all colleges in the Los Angeles Community College District, without reconsideration.

The student has violated the following Standards of Student Conduct:

- **Board Rule 9803.18 Assault or Battery**
- **Board Rule 9803.25 Disorderly Conduct**

II. Expel Los Angeles Southwest College student, SID# - - 1716, from all colleges in the Los Angeles Community College District, without reconsideration.

The student has violated the following Standards of Student Conduct:

- **Board Rule 9803.24 Threatening Behavior**
- **Board Rule 9803.25 Disorderly Conduct**
- **Board Rule 9803.15 Disruption of Classes or College**
III. Expel Los Angeles Pierce College student, SID# - - 6642, from all colleges in the Los Angeles Community College District, with reconsideration.

The student has violated the following Standards of Student Conduct:

   Board Rule 9803.17  Interference with Peace of the College
   Board Rule 9803.18  Assault or Battery

IV. Expel Los Angeles Pierce College student, SID# - - 0275, from all colleges in the Los Angeles Community College District, without reconsideration.

The student has violated the following Standards of Student Conduct:

   Board Rule 9803.10  Willful Disobedience
   Board Rule 9803.16  Theft of or Damage to Property
   Board Rule 9803.17  Interference with Peace of College
   Board Rule 9803.18  Assault or Battery
   Board Rule 9803.20  Lethal Weapons
   Board Rule 9803.24  Threatening Behavior

Background: Education Code 72122 requires that the final action of the Board shall be taken in a public meeting. The above recommendations are made in accordance with Board Rule 91101.17.
A. Purchase Orders issued as indicated. These are orders issued on campus for purchase not to exceed $83,400 each.

B. Authorizations to Pay.

C. Facilities Order Forms.

D. Agreements for Art Modeling Services.

E. Agreements for Athletic Officiating Services.

F. CONTRACT EDUCATION AGREEMENTS

4500178980 Mission, Amendment No. 1 to extend agreement with The Social Justice Humanitas Academy to conduct Speech 101 (Oral Communication) and Psych 1 (General Psychology) classes for high school students, increasing the total contract amount from $5,879 to $17,338 from December 22, 2012 to May 10, 2013, inclusive. Total additional income: $11,459.

4500178981 Mission, Amendment No. 1 to extend agreement with Community Charter Early College High School to conduct Speech 101 (Oral Communication 1) classes for high school students, increasing the total contract amount from $6,085 to $11,741 from December 22, 2012 to June 4, 2013, inclusive. Total additional income: $5,656.

4500179093 Mission, Amendment No. 1 to extend agreement with Cesar E. Chavez Learning Academies Arts, Theatre, Entertainment (ArTES) to conduct Psych 1 (General Psych, Art 102 (Survey of Art History) and Theater 300 (Introduction to Stage Craft) classes for high school students, increasing the total contract amount from $13,296 to $31,610 from December 22, 2012 to May 10, 2013, inclusive. Total additional income: $18,314.

4500182465 Valley, Agreement with Burbank Unified School District Adult Education to conduct Personal Development 20 classes for Burbank Adult School during the period February 1, 2013 to June 30, 2013, inclusive. Total income: $4,800.

G. LEASE OF EQUIPMENT AGREEMENT

4500182692 Pierce, Agreement with Canon Financial Services for lease of a Canon IR 4045 copier system for a 60-month period beginning March 7, 2013 or the actual date of delivery, whichever is later. Total cost: $11,604.
H. MAINTENANCE AGREEMENTS

4500156425  **District Office.** Amendment No. 2 to renew agreement with Official Payment Holdings, Inc. for maintenance of the WebEncore software system, including system support and software updates, for 20 hours of remote WebEncore system support for the Office of Information Technology, increasing the total contract amount from $7,000 to $10,500, from February 1, 2013 to January 31, 2014, inclusive, for the third year of the agreement.  **Total additional cost:** $3,500.

4500166198  **District Office.** Amendment No. 1 to renew agreement with Standard Register for license, including system support and maintenance, of Contractor's copyrighted LUE-LITE LinkUp Enterprise 6.0 master disc, LinkUp 5 Batch printing module, and printer software systems for the Office of Information Technology, increasing the total contract amount from $2,559 to $5,220, from November 28, 2012 to November 27, 2013, inclusive, for the second year of the agreement.  **Total additional cost:** $2,661.

4500182647  **District Office.** Agreement with Golden Star Technology (GST), Inc., to provide software and hardware support for the multi-site HP P4500 server that protects critical HR, FI, SAP, and SIS information for the Office of Information Technology, during the period May 1, 2013 to April 30, 2016, inclusive.  **Total cost:** $17,100.

4500182496  **Harbor.** Agreement with Nomad Technologies to provide technical support, replacement of parts and maintenance services for Nomad multimedia podiums during the period January 15, 2013 to January 14, 2016, inclusive.  **Total cost:** $3,000.

4500122019  **Pierce.** Amendment No. 4 to renew agreement with Aqua Serve Engineers, Inc. to provide water treatment services for the college's cooling towers, boilers, hot water, and chilled-water closed loops systems, increasing the total contract amount from $46,332 to $58,186 from July 1, 2012 to June 30, 2013, inclusive, for the fifth year of the agreement.  **Total additional cost:** $11,854.

4500182688  **Pierce.** Agreement with Amtech Elevator Services for maintenance of nine elevators for the college during the period December 1, 2012 to November 30, 2013, inclusive, with a 30 day termination clause.  **Total cost:** $10,500.

4500127590  **Valley.** Amendment No. 5 to renew agreement with Canon Business Solutions, Inc. for maintenance of a Canon IRC4580 copier in the Job Training Office, increasing the total contract amount from $56,493 to $66,493 from January 16, 2013 to January 15, 2014, inclusive, for the
fifth year of the agreement, with a 30 day termination clause. Total additional cost: $10,000.

I. PARTNERSHIP AGREEMENTS

4500182078 Pierce. Agreement with Destination Science to offer a Summer Science Camp for the Extension Program and supply learning material, curriculum and instructors; Destination Science will pay the College 15% of the collected gross income during the period January 1, 2013 to August 31, 2013, inclusive. Total estimated income: $19,000.

4500168202 Valley. Amendment No. 1 to renew agreement with Institute of Reading Development (IRD) to conduct series of non-credit reading enrichment programs for the Community Services; IRD will provide registration services for all programs including collection of tuition fees of $299 per student for program levels 1-4, $349 per student for program levels 5-7 and $239 per person for program level R; and will remit to the college 10% of the gross tuition income, increasing the total contract amount from $6,110 to $12,220 from January 1, 2013 to December 31, 2013, inclusive, for the second year of the agreement. Total estimated income: $6,110.

J. REVENUE SHARING AGREEMENT

4500137172 City. Amendment No. 3 to agreement with the University of California at Los Angeles – School of Dentistry, Division of Restorative Dentistry, for providing with the College, mutually agreed upon educational courses in the UCLA-LACC Esthetic Dental Design and Master Ceramist Certificate Program for dental technician students, in a Full-time Equivalent Student revenue-generating and apportionment-sharing partnership compensating the agency for use of its classroom facilities at UCLA’s Center for Esthetic Dentistry in providing the educational courses, at a cost based upon the number of students enrolled, conducted under the auspices of the College’s Affiliation Program; increasing the total contract amount from $505,000 to $690,000 from July 1, 2012 to June 30, 2013, inclusive for the fourth year of the agreement. Total additional cost: $185,000.

K. STUDENT INTERNS AGREEMENTS

4500182169 City. No-cost agreement with Good Samaritan Hospital for clinical training of students enrolled in the Radiologic Technology program during the period January 1, 2013 to December 31, 2017, inclusive.

4500182171 City. No-cost agreement with Saint Vincent Hospital for clinical training of students enrolled in the Radiologic
Technology program during the period January 1, 2013 to December 31, 2017, inclusive.

Various

Pierce. Eight no-cost agreements with the following contractors for clinical training of students enrolled in the Registered Veterinary Technician and/or Pre-Veterinary Science Program during the period August 27, 2012 to August 26, 2017, inclusive.

- Berkley Pet Hospital
- Aiden Kang dba Rancho Sequoia Veterinary Hospital
- All Creatures, Inc. dba Media City Animal Hospital
- Angeles Animal Hospital
- Humphrey Giacopuzzi Veterinary Group, Inc.
- Laurel Pet Hospital
- Spay Neuter Project of Los Angeles
- East Valley Veterinary Clinic, Inc.

L. SERVICE AGREEMENTS

4500182952 District Office. Agreement with Climatec Building Technologies Group to provide energy management control system technical services for the Central Plant Building located at the Van De Kamp Innovation Center during the period of January 17, 2013 to January 16, 2014, inclusive, with a monthly cost of $4,575.17. Total cost: $54,902.

4500182953 District Office. Agreement with SixTen and Associates to provide specialized mandated reimbursement claim preparation services of integrated waste management and enrollment fee collection and waivers denied claims during the period of February 1, 2013 to June 30, 2013, inclusive. Maximum hourly rate of $175 per hour and reimbursement of reasonable costs as approved by the Office of the Chief Financial Officer. Total cost not to exceed: $20,000.

4500183137 District Office. Agreement with Dr. Rose Marie Joyce to provide specialized/professional evaluation services to the District during the period from March 7, 2013 to June 30, 2013, inclusive, with an option to amend to extend the agreement for an additional one-year term. Total cost for initial period not-to-exceed: $10,000.

4500183138 District Office. Agreement with College Brain Trust to provide the Chancellor’s Office with specialized/ professional services in the comprehensive search for the position of Vice Chancellor of Human Relations during the period of March 7, 2013 to August 31 2013, inclusive. Total cost not to exceed: $30,000.
4500171451 East. Amendment No. 1 to renew agreement with Evaluation, Training and Management Associates, Inc. to provide grant specified evaluation services for the U.S. Department of Education’s Goals and Needs for Accelerated Science project, increasing the total contract amount from $48,000 to $95,362 from January 1, 2013 to December 31, 2014, inclusive for the second year of the agreement. Total additional cost: $47,362.

4500182438 East. Agreement with Novelas Educativas to produce a video on highlighting the Science, Technology, Engineering and Mathematics grant program during the period April 1, 2013 to June 30, 2013, inclusive. Total cost: $28,000.

4500182439 East. No-cost agreement with Managed Career Solutions, Inc. to provide students with career services including job placement during the period July 1, 2012 to June 30, 2017, inclusive.

4500164536 Harbor. Amendment No. 1 to renew agreement with XAP Corporation for participation in an electronic transcript exchange system (eTranscript California), increasing the total contract amount from $4,500 to $9,000, from July 1, 2012 to June 30, 2013, inclusive, for the second year of the agreement. Total additional cost: $4,500.

4500175592 Harbor. Amendment No. 1 to agreement with Ramona Munsell and Associates Consulting, Inc. to provide technical assistance and grant writing services for the 2011-2016 Title V Science Technology Engineering and Math Grant Project, to increase the total contract amount from $52,176 to $104,332 from October 1, 2012 to September 30, 2016, inclusive. Total additional cost: $52,156.

4500182069 Mission. Agreement with New Horizons World Wide, Inc. to provide occupational skill training of mastering computer hardware and software for a Dislocated Training Program participant for the WorkSource Center during the period November 19, 2012 to February 28, 2013, inclusive. Total cost: $5,500.

4500182075 Mission. Agreement with Viatron Systems, Inc. to provide document imaging solution and data conversion including training and maintenance for the college during the period January 1, 2013 to December 31, 2015, inclusive. Total cost: $45,947.

4500182457 Mission. Agreement with American Society of Composers, Authors and Publishers to license non-dramatic public performances of copyrighted musical compositions during the period July 1, 2012 to June 30, 2017, inclusive. Total estimated cost: $11,000.
4500166101 Pierce. Amendment No. 1 to renew agreement with The Regents of University of California; University of California, San Diego for use of three human cadavers for anatomical study for the Life Science Department from July 16, 2012 to July 31, 2013, inclusive, for the second year of the agreement. No additional cost.

4500169946 Pierce. Amendment No. 1 to renew agreement with Medical Billing Technologies, Inc. to provide technical assistance and consulting services for administering the Medi-Cal Administrative Activities Program, increasing the total contract amount from $3,000 to $8,400 from February 1, 2013 to January 31, 2014, inclusive, for the second year of the agreement. Total additional cost: $5,400.

4500182086 Pierce. Agreement with Evergreen Trails, Inc. dba Horizon Coach Lines to provide bus transportation services for the Athletics Department intercollegiate competitions during the period September 29, 2012 to December 30, 2012, inclusive. Total cost: $10,945.

4500182431 Southwest. Agreement with Ann Zumwinkle dba Zumwinkle.com to provide website upgrading services in support of accreditation requirements during the period January 8, 2013 to June 30, 2013, inclusive. Total cost: $10,800.
4500166123  **Trade-Technical.** Amendment No.1 to renew agreement with Nuventive, LLC to provide the Trac Dat Program for the Information Technology Department, increasing the total contract amount from $6,000 to $12,000 from November 19, 2012 to November 18, 2013, inclusive for the second year of the agreement. **Total additional cost: $6,000.**

4500182689  **Valley.** Agreement with Ebsco Subscription Services to provide periodicals subscriptions for the Library during the period May 1, 2013 to March 31, 2014, inclusive. **Total cost: $16,381.**

4500138139  **Valley.** Amendment No. 4 to extend agreement with Lisa Didonato to provide consulting and evaluation review, report on attainment of goals, objectives, outcomes, and make process recommendation for the Basic Skills Initiative grant, increasing the total contract amount from $49,000 to $51,500 from July 1, 2012 to June 30, 2013, inclusive, for the fourth year of the agreement. **Total additional cost: $2,500.**

4500145053  **Valley.** Amendment No. 4 to renew agreement with Condensed Curriculum International, Inc. to provide EKG Tech classes for the Community Services Department, increasing the total contract amount from $55,560 to $74,080 from September 1, 2012 to August 31, 2013, inclusive, for the fourth year of the agreement. **Total additional cost: $18,520.**

4500178106  **Valley.** Correct period of services with Wolfram Research, Inc. from September 1, 2012 to August 31, 2015; to the period December 1, 2012 to November 30, 2015, as ratified by the Board of Trustees on October 3, 2012 (Com. No. BSD1); to provide 25 Mathematica site licenses for the Mathematics Department.

4500182106  **Valley.** Agreement with American Society of Composers, Authors and Publishers to license non-dramatic public performances of copyrighted musical compositions during the period July 1, 2012 to June 30, 2017, inclusive. **Total estimated cost: $10,000.**

4500182186  **Valley.** Agreement with Community Career Development dba Wilshire Metro Worksource to provide training, assist with outreach, recruitment, case management, placement activities and enrollment of 225-300 participants into the Job training Bio Tech/Manufacturing Tech Training Academy as required by the U.S. Department of Labor Employment & Training Administration Agreement No. TC-23761-12-60-A-37 during the period December 1, 2012 to September 30, 2014, inclusive. **Total cost: $75,000.**
Valley. Agreement with Southern California Biomedical Council to serve as a Consortium for Bioscience Credentials partner with the Job Training Program as required by the U.S. Department of Labor Employment & Training Administration Agreement No. TC-23761-12-60-A-37; to organize an Advisory Board which will provide industry input on Bioscience certificates and credentials, guidance on the Bio Manufacturing sector and oversee grant deliverables; bring hiring opportunities in the form of participating employers, who may offer positions to individuals who successfully complete training provided by the grant during the Annual SoCalBio Workforce Summit and Job Fair; host 1 or 2 seminars per year in the community to highlight the grant and its partners and create a positive marketing outreach for this sector; during the period January 2, 2013 to September 30, 2014, inclusive. **Total cost: $75,000.**

Valley. Agreement with Broadcast Music, Inc. to license non-dramatic public performance of copyrighted musical compositions during the period July 1, 2012 to June 30, 2017, inclusive. **Total cost: $10,500.**

M. **SPECIAL GRANT FUNDED AGREEMENTS**

City. Agreement with Gateway to College National Network program to establish a high school to college dual credit program. This program will assist out of school youth earn a high school diploma and dual credit in a rigorous and supportive college environment. The goal is to serve a total of 300 students over a four year period. Each student will be part of a cohort program which will provide supportive services student success workshops, basic skills remediation, college credit recovery courses, transportation assistance, case management, tutoring, mentoring and school supplies. **Period of agreement February 1, 2013 to June 30, 2016, inclusive. Total expense: $325,000.**

East. Amendment No. 1 to renew agreement with California State University Los Angeles for that agency to fund the Engaged Environmental General Education for Accelerated Student Success program for up to 50 students, increasing the total contract amount from $23,940 to 28,140 from July 1, 2012 to June 30, 2013, inclusive, for the second year of the agreement. **Total additional expense: $4,200.**

Harbor, Southwest, Mission, Pierce & Trade-Technical. Agreement with the Foundation for California Community Colleges to establish the consortium project Building Healthy Communities Initiative (BHCI). The goals and objectives of the BHCI address three of the PEI/Student Mental Health Strategic Plan priorities: (1) faculty and staff
training, (2) peer to peer support, and (3) suicide prevention. Priority BHCI goals and objectives include: provision of mental health sensitivity and awareness training for faculty, staff, administration and targeted student groups. Provision of peer to peer academic success support activities and provision of an interactive web-based customized suicide prevention training program. Period of agreement July 1, 2012 to May 31, 2014, inclusive. Total expense: $250,000.

4500177162 Mission. Amendment No. 1 to agreement with Foundation for California Community Colleges for that agency to fund the Youth Empowerment Strategies for Success Program, to provide training for 50 Foster Youth participants to prepare them for emancipation and support them in their education, to increase the total contract amount from $54,850 to $109,700 from January 1, 2013 to June 30, 2013, inclusive. Total additional expense: $54,850.

4500182456 Pierce. Agreement with U.S. Department of Agriculture for that agency to fund a 12-week training program for one Borlaug Fellow from Mozambique; training program will focus on maximizing cattle and goat production utilizing native forages (feeds) and learning how to inexpensively supplement the animals rations to maximize profitable production by the animal; this training supports FAS' strategic goal 3.2 - enhance partner countries' capacity for agricultural development and participation in international trade during the period August 29, 2012 to August 28, 2015, inclusive. Total expense: $32,587.

4500181083 Southwest. Amendment No. 1 to extend the agreement with Para Los Ninas for that agency to fund Community Services which provide life skills training classes for foster and probation youth between the ages of sixteen (16) and twenty (20), increasing the total contract amount from $7,000 to $21,000 from January 1, 2013 to June 30, 2013, inclusive. Total additional expense: $14,000.

4500182568 Southwest. Agreement with the U. S. Department of Education for that agency to fund the Student Services Scholars Program which provides opportunities for academic development, assists students with basic college requirements and serves to motive students towards the successful completion of their postsecondary education during the period September 1, 2012 to August 31, 2013, inclusive. Total expense: $493,582.

4500165949 Trade-Technical. Amendment No. 1 to renew agreement with The Foundation for California Community Colleges for that agency to fund the Foster and Kinship Care Independent Living Program for up to 50 students increasing the total contract amount from $59,000 to $124,000 from January 1, 2013 to December 31, 2013,
inclusive, for the fourth year of the agreement. Total additional expense: $65,000.

4500171517 Trade-Technical. Amendment No. 2 to renew agreement with Yosemite Community College District Child Development Training Consortium for that agency to fund the Child Development Training Consortium Program for up to 60 students, increasing the total contract amount from $15,000 to $24,675 from September 1, 2012 to June 30, 2013, inclusive, for the third year of the agreement. Total additional expense: $9,675.

4500096050 Valley. Amendment No. 7 to extend agreement with Foundation for California Community Colleges for that agency to fund the Youth Development Services, Youth Empowerment Strategies for Success – Los Angeles Project, increasing the total contract amount from $652,791 to $704,191 from January 1, 2013 to June 30, 2013, inclusive. Total additional expense: $51,400.

4500140078 Valley. Amendment No. 4 to extend agreement with Los Angeles County Office of Education for that agency to fund the GAIN/GROW/REP Vocational Assessment and Learning Disabilities Evaluation Services, increasing the total contract amount from $707,000 to $740,000 from January 1, 2013 to March 31, 2013, inclusive. Total additional expense: $33,000.

4500182114 Valley. Agreement with California Community Colleges Chancellor’s Office for that agency to fund the Institute for Developing Entertainment Arts & Studies, Regional Center for the New Media and Entertainment Initiative of the Economic and Workforce Development Program, to provide training and workshops for 500 incumbent workers in the film and television industries, develop curriculum that will aid career paths for community college students, and to expose its constituents to emerging technologies and new areas for training during the period July 1, 2012 to June 30, 2013, inclusive. Total expense: $205,000.

4500182460 Valley. Agreement with California Community Colleges Chancellor’s Office for that agency to fund the Career Technical Education (CTE) Program to establish new career pathways and build on existing opportunities for CTE in the California new media, media arts and entertainment industries, in public schools, colleges, universities and training facilities during the period November 1, 2012 to November 30, 2014, inclusive. Total expense: $150,000.
N. SHORT TERM AGREEMENTS PREPARED AT SITE LOCATIONS FOR SERVICES, RENTAL & MAINTENANCE OF EQUIPMENT, AND LICENSE & MAINTENANCE OF SOFTWARE $5,000 OR LESS PER YEAR

4500182263 District Office. Agreement with Sodexo, Inc. & Associates to provide catering services for the LINKS VI (Learning in Networks for Knowledge Sharing) event at the Cuyamaca College, as allowed by the Program Development Grant, on November 30, 2012. Total cost: $701.

4500182264 District Office. Agreement with Integrated Support Solutions, Inc. to provide catering services for the LINKS VI (Learning in Networks for Knowledge Sharing) event at the College of the Canyons, as allowed by the Program Development Grant, on December 7, 2012. Total cost: $179.

4500182411 District Office. Agreement with Executive Inn and Suites to provide accommodations for the WestEd Reading Apprenticeship Winter Conference in Oakland during the period February 6, 2013 to February 8, 2013, inclusive. Total cost: $4,275.

4500182025 East. Agreement with Pyramid Technology Services to provide maintenance for the HP Servers located in the Information Technology Department during the period February 1, 2013 to January 31, 2014, inclusive. Total cost: $3,100.

4500182027 East. Agreement with Dynamic Systems, Inc. to provide maintenance for the Sun system located in the Information Technology Department during the period April 15, 2013 to April 14, 2014, inclusive. Total cost: $1,002.

4500182354 East. Agreement with Canon Business Solutions to provide maintenance for the Canon IR2880i copier located in the Athletics Office during the period February 28, 2013 to February 27, 2014, inclusive, with a 30 day termination clause. Total cost: $400.

4500182369 East. Agreement with Golden Star Technology to provide maintenance for the Symantec Anti-virus program located in the Information Technology Department during the period March 10, 2013 to March 9, 2014, inclusive. Total cost: $4,800.

4500182371 East. Agreement with Selwyn Lloyd to provide fire safety workshops for Fire Academy during the period March 30, 2013 to June 8, 2013, inclusive. Total cost: $3,360.

4500182372 East. Agreement with Sergio Guzman to provide fire safety workshops for Fire Academy during the period March 30, 2013 to June 8, 2013, inclusive. Total cost: $2,500.

4500181241 Mission. Agreement with Fran Cameron to conduct workshops on the topics of behaviors of foster children and helping them through the education system for the Foster and Kinship Care Education Program participants during the period December 14, 2012 to June 30, 2013, inclusive. Total cost: $750.

4500181318 Mission. Agreement with Te Conectamos, LLC to provide internet access at the WorkSource Center located in Pacoima during the period July 1, 2012 through December 31, 2012, inclusive. Total cost: $2,360.

4500182260 Mission. Agreement with Fariba Beik to conduct workshops on the topics of working with the system, the needs of foster children, school issues and discipline for Permanence and Safety – Model Approach to Partnerships in Parenting Program participants during the period January 28, 2013 to June 30, 2013, inclusive. Total cost: $1,500.

4500182294 Mission. Agreement with Santa Clarita Valley Rental Center for rental of table cloths for the Culinary Arts Department during the period September 1, 2012 to June 30, 2013, inclusive. Total cost: $2,000.

4500182318 Mission. Agreement with Arcade & Party Rentals by Gems, Inc. for rental of 2,000 white chairs including delivery and set-up for the 2013 Commencement Program during the period June 3, 2013 to June 4, 2013, inclusive. Total cost: $3,450.

4500180984 Pierce. Agreement with Evan Goldstein to conduct Conditioning & Core Training classes for the Community Services Department during the period January 2, 2013 to April 30, 2013, inclusive. Total cost: $1,225.

4500180987 Pierce. Agreement with Robert Cates to conduct dance classes for the Community Services Department during the period February 4, 2013 to April 30, 2013, inclusive. Total cost: $300.

4500182148 Pierce. Agreement with Harland Technology Services Division of Scantron to provide onsite maintenance for two Scantron Scanmark 2260.29AF used by instructors, Research Office and Assessment Center during the period December 1, 2012 to November 30, 2013, inclusive. Total cost: $1,692.
Pierce. Agreement with Magi Louck dba Heaven's Window to conduct a class titled “Intro Reiki Energy Healing” for the Community Services Department on March 2, 2013. Total cost: $250.

Pierce. Agreement with David Broida to conduct classes titled “Beginning Blues Harmonica and Healthy Harmonica” for the Community Services Department on March 1, 2013. Total cost: $1,590.

Pierce. Agreement with Voices for All, LLC to conduct a class titled “Introduction to Voiceovers” for the Community Services Department on February 28, 2013. Total cost: $768.

Pierce. Agreement with Kyoko Kassarjian to conduct classes titled “Ikebana” for the Community Services Department during the period February 23, 2013 to March 16, 2013, inclusive. Total cost: $1,507.

Pierce. Agreement with Tammy Yeh to conduct classes titled “Floral Art and Décor” for the Community Services Department during the period February 23, 2013 to April 6, 2013, inclusive. Total cost: $3,767.

Pierce. Agreement with Brian Leng to conduct classes titled “Photographic Historic LA. & Archiving Photos” for the Community Services Department during the period February 9, 2013 to March 2, 2013, inclusive. Total cost: $1,488.

Pierce. Agreement with Gina Henry dba Go Global, Inc. to conduct a class titled “Free Vacations” for the Community Services Department on February 13, 2013. Total cost: $1,098.

Pierce. Agreement with Randy Martin to conduct a class titled “Acupressure & Wholistic Healing” for the Community Services Department on March 21, 2013. Total cost: $576.

Pierce. Agreement with Canon Business Solutions, Inc. for maintenance of a Canon IR2200 copier in the Art & Architecture Department during the period December 2, 2012 to December 1, 2013, inclusive, with a 30 day termination clause. Total cost: $1,166.

Various. Four agreements with the following contractors to participate, coordinate and teach in the Summer Engineering Teaching Institute funded by the California Alliance for the Long-Term Strengthening of Transfer Engineering Programs – Joint Engineering Program to strengthen California Community College Engineering programs by improving teaching effectiveness and...
increasing their capability to offer engineering courses using Tablet PCs and CCC Confer during the period October 15, 2012 to September 15, 2013, inclusive. Total cost: $11,600.

4500181577 Dominic Dal Bello $2,900
4500181578 Michele Teresa Millea $2,900
4500181579 Mareike Claassen $2,900
4500181580 Scarlet Relle $2,900

4500181540 Trade-Technical. Agreement with Noritsu American Corporation to provide maintenance for two exercise machines located in the K Building during the period January 8, 2013 to January 10, 2013, inclusive. Total cost: $2,595.

4500181546 Trade-Technical. Agreement with Blair C. Filler, M.D. to provide pre-participation physicals for student athletes during the period October 1, 2012 to March 15, 2013, inclusive. Total cost: $810.


4500180704 Valley. Agreement with First Student Charter Bus to provide bus transportation services for the Career Technology Education Transitions program activities on December 5, 2012. Total cost: $450.

4500181076 Valley. Agreement with Canon Business Solutions, Inc. for maintenance of a Canon IRC5185 copier in the Bookstore during the period December 28, 2012 to December 27, 2013, inclusive, with a 30 day termination clause. Total cost: $534.

4500181152 Valley. Agreement with Prudential Overall Supply for rental of floor mops for the Maintenance and Operations Department during the period January 1, 2013 to December 31, 2013, inclusive. Total cost: $1,800.

4500181154 Valley. Agreement with Tamis Systems, Inc. for license and maintenance of Tamis Work & Service Orders software package for the college during the period July 1, 2012 to June 30, 2013, inclusive. Total cost: $2,040.

4500181234 Valley. Agreement with Mobile Film Classroom to provide project planning and implementation pursuant to the goals and objectives of the California Media Arts Statewide Career Technical Education Program during the period January 1, 2013 to March 30, 2013, inclusive. Total cost: $5,000.
Valley. Agreement with Associate of Classroom Teacher Testers for license to use its ESL ABT exam for the Student Services during the period February 1, 2012 to January 31, 2013, inclusive. **Total cost:** $351.

Valley. Agreement with Steve Souisa dba Microscope Solutions to provide preventive maintenance for 100 student microscopes for the Upward Bound Program during the period January 1, 2013 to December 31, 2013, inclusive. **Total cost:** $2,500.

Valley. Agreement with Subway Sandwich to provide boxed meals for Upward Bound and Upward Bound Math & Science Programs participants for their Saturday Academy and field trips as allowed by the Upward Bound grant during the period February 1, 2013 to August 31, 2013, inclusive. **Total cost:** $5,000.

Valley. Agreement with Tereso Gonzalez Galvan dba Tatis Diamond Tours to provide bus transportation services for the Upward Bound Program college tours and cultural events during the period December 1, 2012 to August 31, 2013, inclusive. **Total cost:** $4,400.

Valley. Agreement with Community Partners fbo Ready Set Read to conduct read-aloud workshops for parents and staff for the Child Development Center during the period March 6, 2013 to March 7, 2013, inclusive. **Total cost:** $350.

Valley. Agreement with Habiba Herbert to conduct workshops on the process of positive discipline and developmental stages of children for the Child Development Center during the period May 15, 2013 to May 16, 2013, inclusive. **Total cost:** $350.

Valley. Agreement with Canon Business Solutions, Inc. for maintenance of a Canon IR400 copier in the College Procurement Office during the period January 30, 2013 to January 29, 2014, inclusive, with a 30 day termination clause. **Total cost:** $633.

Valley. Agreement with Emergency Lighting Equipment Service Company, Inc. to provide two semi-annual preventive maintenance on all nine emergency lighting systems on campus during the period February 1, 2013 to January 31, 2014, inclusive. **Total cost:** $4,152.

Valley. Agreement with Conejo Technical Services, Inc. for maintenance of one Autoclave SV-120 20" central vacuum electrical cabinet in the Allied Health and Science Building during the period March 1, 2013 to February 28, 2014, inclusive. **Total cost:** $1,200.
4500182301  **Valley.** Agreement with Puretec Industrial Water for soft water exchange tanks services for the Child Care Center’s kitchen during the period February 1, 2013 to January 31, 2014, inclusive. **Total cost:** $843.

4500182320  **Valley.** Agreement with Canon Business Solutions, Inc. for maintenance of a Canon IR3045 copier in the Receiving Department during the period December 15, 2012 to December 14, 2013, inclusive, with a 30 day termination clause. **Total cost:** $200.

4500182358  **Valley.** Agreement with Puretec Industrial Water to provide deionized water exchange tanks services for the Allied Health & Science Building during the period January 9, 2013 to January 8, 2014, inclusive. **Total cost:** $4,092.

4500181712  **West.** Agreement with Estwick and Associates, LLC to provide workshops for the Foster Care and Kinship during the period January 8, 2013 to August 30, 2013, inclusive. **Total cost:** $480.

O. **SETTLEMENT OF CLAIM**

SC117668  **West.** Settlement of claim in the amount of $50,000.
I. AUTHORIZE PROFESSIONAL SERVICE AGREEMENTS

A. Action

Authorize an agreement with gkkworks to provide continued project closeout services for the Franklin Hall Modernization and Jefferson Hall Modernization projects and to provide programming/design criteria services for the Holmes Hall Modernization project at Los Angeles City College from March 28, 2013 through March 27, 2018 at a cost not to exceed $161,332 inclusive of eligible reimbursable expenses.

Background

On March 26, 2008 (Com. No. FPD1), the Board of Trustees authorized Agreement No. 31663 with gkkworks to provide design services as the Architect of Record for the three projects shown above. The Agreement shall expire on March 27, 2013 at the end of a five year term. The current request for a new Agreement contains two separate scopes of work. The first scope of work is for gkkworks to continue the provision of closeout services for two of three buildings – the Franklin Hall Modernization project and the Jefferson Hall Modernization project. The second scope of work is for gkkworks to serve in a modified role for the Holmes Hall Modernization project as the programming and criteria architect now that the delivery method has changed from design-bid-build to design-build. It is anticipated the unexpended funds remaining from Agreement No. 31663 will be utilized to fund this proposed Agreement. This agreement has been considered through the participatory governance process.

Award History

This agreement represents the 11th awarded to this company through the Bond Program and a cumulative original award total of $28,370,780. Other projects include the Temporary Facilities - Library Relocation project at Los Angeles Valley College and the Technology Education Center Modernization project at Los Angeles Southwest College. The fee is within the Design and Specialty Consultant Fee Guidelines.

Funding and Development Phase

Funding is through Proposition AA Bond and Measure J Bond proceeds. Franklin Hall Modernization, Jefferson Hall Modernization, Holmes Hall Modernization 31C.5109.03, 11C.7111.03, 31C.5110.03. Construction Phase.

B. Action

Authorize the following actions for an agreement with Sirius Environmental to provide environmental review services campus-wide at Los Angeles Harbor College:
1. Rescind the authorization for Amendment No. 2 to Agreement No. 32808 issued by the Board of Trustees on December 5, 2012 (Com. No. FPD1); and

2. Authorize an agreement on a Task Order basis to be issued incrementally at the direction of the College Project Manager at Los Angeles Harbor College from March 7, 2013 through March 7, 2015 at a not to exceed cost of $100,000 inclusive of eligible reimbursable expenses.

Background

Sirius Environmental has provided all environmental review services for Los Angeles Harbor College in association with its Campus Facilities Master Plan since 2008:

- On April 23, 2008 (Com. No. FPD1) the Board of Trustees authorized Agreement No. 31706 with Sirius Environmental to provide environmental consulting services for preparation of amendments to the approved 2003 Campus Facilities Master Plan Environmental Impact Report to accommodate the new Library Learning Resource Center project;

- On October 21, 2009 (Com. No. FPD1) the Board of Trustees authorized Agreement No. 32676 with Sirius Environmental to provide environmental consulting services for the preparation of Addendum No. 1 to the 2003 Campus Facilities Master Plan Environmental Impact Report to accommodate changes associated with the Infrastructure Upgrades project;

- On January 27, 2010 (Com. No. FPD1) the Board of Trustees approved Agreement No. 32808 with Sirius Environmental to provide environmental consulting services for Addendum No. 2 to the 2003 Campus Facilities Master Plan Environmental Impact Report to accommodate further changes associated with the Infrastructure Upgrades project.

- On January 26, 2011 (Com. No. FPD1) the Board of Trustees authorized Amendment No. 1 to Agreement No. 32808 to extend the term of the Agreement and allow Sirius Environmental to review potential revisions to the Campus Facilities Master Plan which might require environmental documentation pursuant to CEQA.

- On December 5, 2012 (Com. No. FPD1), the Board of Trustees authorized Amendment No. 2 to Agreement 32808 to allow Task Orders to be written against the fixed scope agreement. Subsequently a determination was made that the authorization could not be implemented as the two types of Agreements were not interchangeable. It was determined the action required rescission and a new agreement would instead be needed to address the needs identified by the college.
In order for the proposed new Task Order based Agreement to be advanced to the Board of Trustees for consideration, it was necessary to follow the District’s procurement requirements that were updated in September 2012. Consistent with the District’s adopted business practice (Business Operations Policy and Procedures 04-08 “Procurement of Special and Professional Services”), it is requested that the procurement of a professional services agreement with Sirius Environmental for the provision of environmental review services on a Task Order basis campus wide at Los Angeles Harbor College be exempted from the competitive selection process. Sirius is uniquely qualified to provide these services and it would therefore be impractical and not in the best interests of the District to utilize a competitive procurement process to obtain such services.

On February 13, 2013 (date), the Executive Director of Facilities Planning and Development approved the college’s request for the exemption which was made on the required Justification for Waiver from Procurement Policy form.

**Award History**

This agreement represents the eighth awarded to this firm through the Bond Program and a cumulative original award total of $1,485,900. Other projects include the Infrastructure Upgrade project at Los Angeles Mission College and the Second Access Road project at West Los Angeles College. The fee is within the Design and Specialty Consultant Fee Guidelines.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Specific assignments to be made on an as-needed basis. Planning Phase.

**C. Action**

Authorize an agreement with TDM Architects, Inc. to provide continued design services for additional scope of work not a part of the Campus Modernization Phase 1 project at Los Angeles Mission College from March 7, 2013 through March 6, 2014 at a cost not to exceed $50,835 inclusive of eligible reimbursable expenses.

**Background**

TDM Architects, Inc. is the Architect of Record for the Campus Modernization Phase I project through a previously established Design-Build agreement. The scope of work under this proposed agreement is to provide design services for the scope of work added to the Design-Build Agreement that was not originally authorized to be included and that currently requires review through the Division of the State Architect process. This agreement has been considered through the participatory governance process.
Award History

This agreement represents the 35th awarded to this company through the Bond program and a cumulative original award total of $4,907,532. Other projects include the Temporary Modular Facilities project at East Los Angeles College and the Child Development Center at Southwest College. The fee is within the Design and Specialty Consultant Fee Guidelines.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Campus-wide Campus Improvements 34M.5419.03.02. Design Phase.

D. Action

Authorize an agreement with Froehlich, Kow & Gong Architects, Inc. to provide continued design services for the Exhibition & Events Center - Phase 1B project at Pierce College from March 12, 2013 through March 6, 2018 at a cost not to exceed $33,863 inclusive of eligible reimbursable expenses.

Background

On February 9, 2011 (Com. No. FPD1), the Board of Trustees Ratified Agreement No. 30356-1 with Froehlich, Kow & Gong Architects, Inc. to serve as Architect of Record for the above project which will expire on March 11, 2013 prior to the completion of construction administration and Division of the State Architect process services. This proposed Agreement will allow Froehlich, Kow & Gong Architects, Inc. to continue the provision of their services through the completion of the DSA process. Funding shall include the unexpended funds remaining from Agreement No. 30356-1. This agreement has been considered through the participatory governance process.

Award History

This agreement represents the ninth awarded to this company through the Bond Program and a cumulative award total of $1,082,186. Other projects include the Programming the Renovation of the North Women's Gymnasium Complex project at Los Angeles Valley College and Architectural/Engineering Services for the Project Management, Restrooms, Financial Office, Computer Labs and Swing Trailer project at Los Angeles Valley College. The fee is within the Design and Specialty Consultant Fee Guidelines.

Funding and Development Phase

Funding is through Proposition A Bond proceeds. Exhibition & Events Center - Phase 1B 05P.6526.02.03. All Phases.

E. Action
Authorize an agreement with NAC|Architecture to provide design services for the Transportation and Accessibility Improvements project at Los Angeles Southwest College from March 7, 2013 through June 30, 2015 at a cost not to exceed $80,500 inclusive of eligible reimbursable expenses.

Background

There are two scopes of work under this proposed Agreement for design services. The first service is to prepare illustrative exhibits to record existing Americans with Disabilities Act (ADA) facility deficiencies as well as how they shall be resolved through build out of the approved Campus Facilities Master Plan. The second service is for architectural and engineering services to address retro-active federal regulations within the existing Child Development Center (CDC) facility as well as additional campus-wide accessibility site work improvements. These services form an integral part of implementing the College's ADA Transition Plan.

NAC|Architecture has been selected through solicitation of proposals from ten (10) firms. Of the five (5) proposals received, four (4) were determined to be responsive and were then evaluated by the TAP-P1 Selection Committee. This Committee is composed of the Vice President of Administrative Services, the Disabled Students Program & Services (DSPS) Counselor, the College Project Manager's Deputy Director and Design Manager, and the BuildLACCD Access Analyst. As a result of this comprehensive review and selection process, NAC|Architecture is recommended for award of this Agreement. This agreement has been considered through the participatory governance process.

Award History

This agreement represents the first awarded to this firm through the Bond Program. The fee is within the Design and Specialty Consultant Fee Guidelines.

Funding and Development Phase

Funding is through Measure J Bond Proceeds, Transportation and Accessibility Improvements 40J.5602.03 and 40J.5602.03.01. All Phases.

F. Action

Authorize an agreement with EPI-USE America, Inc. to provide software version upgrade services for the Facilities Management (CMMS) and Building Management Interface project District-wide beginning on March 7, 2013 and ending on September 30, 2013, at a fixed firm price of $532,920 inclusive of eligible reimbursable expenses.

Background

EPI-USE America, Inc. has been selected through a competitive Request for Proposal process that was advertised for two weeks. The purpose of this Agreement is to obtain software version upgrade services to upgrade the
LACCD's SAP system from Version 4.7C to ECC 6.0 for the Facilities Management (CMMS) and Building Management Interface project District-wide.

Of the 11 proposals received, EPI-USE America, Inc. was determined to be responsive and then evaluated by a committee comprised of IT managers, an Accounting Director, and the VP of Administration at Los Angeles Trade-Technical College. As a result of this comprehensive review and selection process, EPI-USE America, Inc. is recommended for award of this Agreement. This agreement has been considered through the participatory governance process.

Award History

This agreement is the first awarded to this firm through the Bond Program. The fee is within the Design and Specialty Consultant Fee Guidelines.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Facilities Management (CMMS) and Building Management Interface 40J-J05.18. All Phases.

G. Action

Authorize the following actions for a short term agreement with NAI Capital to provide continued real estate brokerage and advisory services District-wide from February 1, 2013 through August 31, 2013 at a cost not to exceed $175,000 inclusive of eligible reimbursable expenses:

1. Ratify this Amendment to provide these services from February 1, 2013 through March 6, 2013 at a not to exceed cost of $29,167; and

2. Authorize this amendment to provide these services from March 7, 2013 through August 31, 2013 at a not to exceed cost of $145,833.

Background

NAI Capital has provided real estate brokerage and advisory services to the District since 2008. This short term agreement is requested to allow a continuity of services being provided on an interim basis. These services may be identified to be part of the Program Management Agreement once awarded.

Award History

This agreement represents the second awarded to this firm through the Bond program and a cumulative original award total of $3,299,467.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds. Land Acquisition 40J.5J95.05. Planning Phase.
H. Action

Authorize a short term agreement on a Task Order basis with each of the firms listed below to provide continued Relocation Project Management (RPM) services for specific Bond projects as shown from April 10, 2013 through June 30, 2013 at a not to exceed cost per firm as indicated below, inclusive of eligible reimbursable expenses:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Current Assignments (including, but not limited to) where continued RPM services are requested</th>
<th>Proposed Not to Exceed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cordoba Corporation</td>
<td>East Los Angeles College: Student Success and Retention Center Campus Student Center Bookstore Weingart Stadium Modernization Science Career &amp; Mathematics Building Los Angeles Harbor College: Library Science Complex Northeast Academic Building Student Services Building Los Angeles Valley College: Campus Wide Improvements Athletic Training Facility Media Arts/Performing Arts Monarch Center Workforce Development Center West Los Angeles College: Campus Improvements Fine Arts/Career Education Temporary Facilities Relocation</td>
<td>$600,000</td>
</tr>
<tr>
<td>OMN Enterprises, LLC and McLaughlin &amp; Associates Inc.</td>
<td>Pierce College: Library Crossroads Building Performing Arts Building North of Mall Campus-wide Improvements</td>
<td>$100,000</td>
</tr>
<tr>
<td>PlanCorp</td>
<td>East Los Angeles College: Student Success and Retention Center Campus Student Center Bookstore Weingart Stadium Modernization Science Career &amp; Mathematics Building</td>
<td>$100,000</td>
</tr>
<tr>
<td>Summit Consulting &amp; Engineering, Inc.</td>
<td>District wide Projects RPM Team and Procurement support</td>
<td>$100,000</td>
</tr>
<tr>
<td>TELACU Construction Management</td>
<td>Los Angeles Southwest College: Cox Bldg. Upgrade (Annex) School of Math &amp; Science Parking Structure</td>
<td>$200,000</td>
</tr>
</tbody>
</table>

Background

The above listed firms currently provide Relocation Project Managers (RPMs) for the projects shown through agreements that are set to expire on April 9, 2013. A new agreement with each firm for three (3) months is proposed to allow continuing services. The provision of these services has been identified by the District to be integral to the new Program Management Agreement once awarded. These proposed Agreements provide continuity of services during the interim period.
Funding and Award History

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Previous Number of Agreements Awarded through the Bond Program and Cumulative Total Value of all previous awards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cordoba Corporation</td>
<td>One previous award $5,500,000 cumulative</td>
</tr>
<tr>
<td>OMN Enterprises, LLC and McLaughlin &amp; Associates, Inc.</td>
<td>One previous award $2,000,000 cumulative</td>
</tr>
<tr>
<td>Plancorp</td>
<td>Two previous awards $3,250,000 cumulative</td>
</tr>
<tr>
<td>Summit Consulting &amp; Engineering, Inc.</td>
<td>One previous award $2,000,000 cumulative</td>
</tr>
<tr>
<td>TELACU Construction Management</td>
<td>One previous award $2,000,000 cumulative</td>
</tr>
</tbody>
</table>

Funding is through Proposition A/AA and/or Measure J Bond proceeds. Construction Phase.

I. Action

Authorize a short term agreement with Dansure, Inc. to provide continued safety management consulting services in support of the Bond program District-wide from June 2, 2013 through June 30, 2013 at a cost not to exceed $25,000 inclusive of eligible reimbursable expenses.

Background

On July 9, 2008 (Com. No. FPD1) the Board of Trustees authorized Agreement No. 50070 with Dansure, Inc. (formerly known as Ed Aschoff & Associates, Inc.) to provide safety management consulting services which will expire on June 2, 2013. The provision of these services has been identified by the District to be integral to the new Program Management Agreement once awarded. This proposed short term agreement is requested on the same terms as Agreement No. 50070 to provide continuity of services on an interim basis.

Award History

This agreement represents the third awarded to this company through the Bond Program and a cumulative original award total of $5,025,000.

Funding and Development Phase

Funding is through Measure J Bond proceeds. OCIP-Specialty Consulting Services 40J.5J87.05. Construction Phase.

J. Action

Authorize a short term agreement with Safety Environmental Consulting to provide continued safety management consulting services in support of the Bond
program District-wide from June 2, 2013 through June 30, 2013 at a cost not to exceed $25,000 inclusive of eligible reimbursable expenses.

Background

On July 9, 2008 (Com. No. FPD1) the Board of Trustees authorized Agreement No. 50069 with Safety Environmental Consulting to provide safety management consulting services which will expire on June 2, 2013. The provision of these services has been identified by the District to be integral to the new Program Management Agreement once awarded. This proposed short term agreement is requested on the same terms as Agreement No. 50069 to provide continuity of services on an interim basis.

Award History

This agreement represents the second awarded to this company through the Bond Program and a cumulative original award total of $4,925,000.

Funding and Development Phase

Funding is through Measure J Bond proceeds. OCIP-Specialty Consulting Services 40J.5J87.05. Construction Phase.

II. AUTHORIZE AMENDMENT TO PROFESSIONAL SERVICE AGREEMENTS

A. Action

Authorize Amendment No. 2 to Agreement No. 31369-1 with Steinberg Architects to provide additional design services for the Health, Fitness and PE Building at Los Angeles City College from March 7, 2013 through December 31, 2013 at a cost not to exceed $10,598 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $484,213.

Background

This agreement was authorized by the Board of Trustees on February 8, 2012 (Com. No. FPD1) with Steinberg Architects to serve as the Architect of Record for this project. This proposed amendment expands the scope of work to include: the redesign of plans to relocate projectors from ceiling mounted to wall mounted; and to design an additional entry door for the transformer room. This agreement has been considered through the participatory governance process.

Funding and Development Phase

Funding is through Proposition AA Bond proceeds. Health, Fitness and PE Building 11C.7115.02. Construction Phase.
B. Action

Authorize Amendment No. 4 to Agreement No. 33020 with Miyamoto International, Inc. to provide additional structural engineering design services for the Athletic Field – Netting Poles project at Los Angeles City College from March 7, 2013 through June 16, 2015 at a cost not to exceed $11,205 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $62,480.

Background

This agreement was authorized by the Board of Trustees on June 16, 2010 (Com. No. FPD1) with Miyamoto International, Inc. to serve as Engineer of Record for the Athletic Field project. This proposed amendment expands the scope of work to complete construction documents for new netting and supports to connect with the existing pole structures. The construction documents will then be submitted for review by the Division of the State Architect. This agreement has been considered through the participatory governance process.

Funding and Development Phase

Funding is through Proposition AA Bond proceeds. Athletic Field 11C.7120.02. Construction Phase.

C. Action

Authorize Amendment No. 6 to Agreement No. 50208 with Miyamoto International, Inc. to provide continued structural engineering services on a Task Order basis campus wide at Los Angeles City College with assignments made as needed by the College Project Manager from March 7, 2013 through May 26, 2014 at no additional cost.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees remains at $192,560.

Background

This agreement was authorized by the Board of Trustees on May 26, 2010 (Com. No. FPD1) with Miyamoto International, Inc. to provide remedial structural engineering services for the Athletic Field Track located on the roof of the parking structure. An extension of time at no additional cost is requested to allow the issuance of additional Task Order assignments. The current need is to complete the remaining scope of work for the Construction Administration and the DSA closeout for the Athletic Track remediation, which has started construction. The project has been delayed by the termination of the prior contractor and the continuing mediation and arbitration process with the same contractor. This agreement has been considered through the participatory governance process.
Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds as well as non-bond funds. Projects to be determined on an as-needed basis.

D. Action

Authorize Amendment No. 1 to Agreement No. 50250 with Kitchell/CEM, Inc. to provide additional constructability review services on a Task Order basis campus-wide to be issued incrementally at the direction of the College Project Manager at Los Angeles City College from March 7, 2013 through April 14, 2014 at no additional cost.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees remains at $100,000.

Background

This agreement was authorized by the Board of Trustees on April 13, 2011 (Com. No. FPD1). Kitchell/CEM, Inc. was retained originally to provide constructability review services on a Task Order basis including a Task Order issued for the Clausen Hall Modernization project. An extension of time is requested at no additional cost to provide continued constructability review services under individual Task Orders issued by the College Project Manager as needed. This agreement has been considered through the participatory governance process.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds funds. Projects to be determined on an as-needed basis. Design Phase.

E. Action

Authorize Amendment No. 3 to Agreement No. 32921 with Froehlich, Kow & Gong Architects, Inc. to provide additional design services for the Exhibition & Events Center - Phase 1B - Fence Relocation project at Pierce College from March 7, 2013 through April 28, 2015 at a cost not to exceed $6,280 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $128,880.

Background

This agreement was authorized by the Board of Trustees on April 28, 2010 (Com. No. FPD1). Froehlich, Kow & Gong Architects, Inc. was retained originally to provide design services for the Exhibition & Events Center - Phase 1B - Fence Relocation project. Under this proposed Amendment, the firm will revise the bid...
documents per the recent survey done at the project site and complete the Division of the State Architect (DSA) process. This agreement has been considered through the participatory governance process.

Funding and Development Phase

Funding is through Proposition AA Bond proceeds. Exhibition & Events Center - Phase 1B - Fence Relocation 15P.7526.02.06. All Phases.

F. Action

Authorize Amendment No. 1 to Agreement No. 32514-1 with Steinberg Architects to provide additional design services for the Student Learning Environment (SLE) - Temporary Child Development Center (CDC) Reuse project at Pierce College from March 7, 2013 through March 7, 2016 at no additional cost.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees remains at $5,778.

Background

This agreement was authorized by the Board of Trustees on March 7, 2012 (Com. No. FPD1) with Steinberg Architects to serve as the Architect of Record for this project. An extension of time is requested at no additional cost to complete all outstanding Division of the State Architects (DSA) items and provide closeout support for the duration of the project. This agreement has been considered through the participatory governance process.

Funding and Development Phase

Funding is through Measure J Bond proceeds. SLE - Temporary CDC Reuse 35P.5535.03.06. All Phases.

G. Action

Authorize Amendment No. 3 to Agreement No. 50205 with PSOMAS to provide continued civil engineering services on a Task Order basis campus-wide to be issued incrementally at the direction of the College Project Manager at Los Angeles Valley College from March 7, 2013 through May 9, 2015 at a cost not to exceed $160,000 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $597,266.

Background

This agreement was authorized by the Board of Trustees on May 12, 2010 (Com. No. FPD1). PSOMAS was retained originally to provide the above identified services on a Task Order basis campus-wide. Task Orders have previously
been issued to PSOMAS to provide these services for the college roadways, walkways, and storm water projects. The current need is to provide design, construction support and surveying services for the following projects: Hatteras Street Storm Drain to serve the future Sustainable Mali project; the discharge of storm water from the campus to the Tujunga Wash project; and drainage improvements that include catch basins at Ethel Ave. and Hatteras Street intersection among others. This agreement has been considered through the participatory governance process.

**Funding and Development Phase**

Funding is through Proposition A/AA and Measure J Bond proceeds. Projects to be determined on an as-needed basis. **Design Phase.**

**H. Action**

Authorize the following Amendment No. 1 to Agreement No. 50275 with Gale/Jordan Associates, Inc. to provide additional hazardous materials survey consulting services on a Task Order basis campus-wide to be issued incrementally at the direction of the College Project Manager at West Los Angeles College from January 15, 2013 through August 8, 2013 at a cost not to exceed $50,000 inclusive of eligible reimbursable expenses.

1. Ratify this Amendment to provide these services from January 15, 2013 to March 6, 2013 at a cost not to exceed $15,000.

2. Authorize this Amendment to provide these services from March 7, 2013 to August 8, 2013 at a cost not to exceed $35,000.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $60,000.

**Background**

This agreement was authorized by the Board of Trustees on August 8, 2012 (Com. No. FPD1). Gale/Jordan Associates, Inc. was originally retained to provide hazardous materials survey consulting services under individual Task Orders issued by the College Project Manager as needed for the Upper Fire Service Road project. The current need is to provide hazardous materials survey consulting services for the Demolition of Temporary and Obsolete Facilities project. Services on this project were required on an exigent basis when unanticipated hazardous materials were encountered which were not identified in the preconstruction hazardous materials survey conducted by a third party. Continuing services on a task order basis are required on this and other projects as new campus infrastructure work commences. This agreement has been considered through the participatory governance process.
Funding and Development Phase

Funding is through Measure J Bond proceeds. Projects to be determined on an as-needed basis. Construction Phase.

I. Action

Authorize Amendment No. 2 to Agreement No. 31470 for an extension of time to the short-term agreement with Merriwether & Williams Insurance Services, Inc. to provide continued contractor surety bond program administrative services from April 1, 2013 through June 30, 2013 at a cost not to exceed $180,000 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this Agreement is $2,460,000.

Background

This Agreement was authorized by the Board of Trustees on June 13, 2012 (Com. No. FPD1). The scope of work under this Agreement is included within the Request for Proposals of Program Management services currently underway and which may not be completed prior to the expiration date of Agreement No. 31470 on March 31, 2013. An extension of time at additional cost is requested until the new Program Management Agreement is established which will assume these services. The proposed extension of time is recommended to ensure there is no lapse in the provision of management of the Special Opportunities program for the LACCD’s Bond program.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds. Specialty Consulting Services 40J.5J95.05. Construction Phase.

J. Action

Authorize Amendment No. 2 to Agreement No. 33561 for an extension of time to the short-term agreement with PVJobs to provide for continued District-wide management of the Special Opportunities program for the LACCD Bond program. The scope of work includes management of the Project Labor Agreement (PLA) Apprenticeships and Internship Outreach as well as management of the Bond intern program and tracking of the participation of Small, Local, and Emerging Businesses. The term of the time extension shall be from April 1, 2013 through June 30, 2013 at a cost not to exceed $150,000 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total cost of this Agreement is $600,000.
Background

This Agreement was authorized by the Board of Trustees on July 12, 2012 (Com. No. FPD1). The scope of work under this Agreement is included within the Request for Proposals for Program Management services currently underway and which will not be completed prior to the expiration of Agreement No. 33561 on March 31, 2013. An extension of time at additional cost is requested until the new Program Management Agreement is established which will assume these services. This proposed extension of time is recommended to ensure there is no lapse in the provision of management of the Special Opportunities program for the LACCD’s Bond program during the RFQ/RFP process.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds. PV Jobs - Specialty Consulting Services. Construction and Design Phases.

K. Action

Authorize Amendment No. 3 to Agreement No. 33586 with Ron Rakich Consulting, Inc. to provide additional risk management consulting services services for the bond program District-wide from May 9, 2013 through June 30, 2013 at a cost not to exceed $45,050 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $2,790,350.

Background

This agreement was authorized by the Board of Trustees on July 11, 2012 (Com. No. FPD1). Ron Rakich Consulting, Inc. was retained originally to provide risk management services including coordination and oversight of the Owner Controlled Insurance Program (OCIP) and insurance-related review and management for the Bond program. The provision of these services has been identified by the District to be integral to the new Program Management Agreement once awarded. This proposed Amendment provides continuity of services during the interim period.

Funding and Development Phase

Funding is through Measure J Bond proceeds. OCIP Specialty Consulting Services 40J.5J87.05. Construction Phase.
III. **AUTHORIZE CONSTRUCTION CONTRACT**

**Action**

Authorize a contract with Ramco General Engineering & Building Contractor to provide general construction services for the Temporary Facilities - Gas Line Support Installation & Fire Sprinkler Addition project at Los Angeles City College at a cost of $22,525.

**Background**

Ramco General Engineering & Building Contractor provided the low quote from among three written quotes ranging from $22,525 to $29,958 to install roof supports for existing gas lines and an additional fire sprinkler head as required by DSA to accommodate the temporary location of the Journalism, Photography, Law & Administrative Justice, Philosophy and Psychology departments within the Chemistry and Life Sciences Buildings.

**Award History**

This agreement represents the 17th awarded to this company through the Bond Program and a cumulative original award total of $293,441. Previous awards have been given to this company for the Blue Light Phone Installation - Parking Lot D project at Los Angeles Valley College and the marquee Sign Modernization - Foundation Dowel project at Los Angeles Harbor College.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Temporary Facilities 31C.5142.03. Construction Phase.

IV. **RATIFY CHANGE ORDERS FOR CONSTRUCTION CONTRACTS GREATER THAN $30,000 IN ORIGINAL COST ISSUED UNDER THE STANDARD “DESIGN-BID-BUILD” METHOD OF PROJECT DELIVERY**

**Action**

Ratify the following Change Orders for additional construction services for the projects, colleges, and amounts shown:
<table>
<thead>
<tr>
<th>PROJECT NAME&amp; LOCATION and PROJECT NUMBER</th>
<th>CONTRACTOR NAME and CONTRACT NUMBER</th>
<th>ORIGINAL CONTRACT COST</th>
<th>CHANGE ORDER NO., COST, and CUMULATIVE PERCENT CHANGES</th>
<th>NEGOTIATED REDUCTION FROM CONTRACTOR DEMAND</th>
<th>PURPOSE</th>
</tr>
</thead>
</table>
| Clausen Hall Modernization Los Angeles City College B1C.5107.03 | Summit Builders No. 33357 | $12,611,789 Funding is through Measure J Bond proceeds. | CO No. 6 for $23,152, 6.28% | $4,528 | Unforeseen Conditions:  
- Modify existing stair risers and concrete grade beams not correctly shown on as-built drawings.  
- Additional excavation and form work due to relocated micro piles caused by underground utilities not shown on as-built drawings.  
Additional Requirements:  
- Install rebar dowels for DSA required pull testing per IOR  
- Install sound isolation pads missing at interface between soffits and walls per AOR  
- Enlarge walls to provide space for electrical conduit per AOR  
- Provide additional fire extinguishers and cabinets per AOR. |
| Performing & Fine Arts Complex East Los Angeles College 12E.7207.02 | Taisei Construction No. 31634 | $64,867,000 Funding is through Proposition AA Bond proceeds. | Unilateral CO No. 12 for $120,914, 9.56% | N/A | College Request:  
- Flush hot/cold water lines fed from Central Plant per direction of college facilities.  
Additional Requirements:  
- Move 2-door/frames to meet ADA clearance per IOR  
- Add roof diverters to all buildings per AOR  
- Provide fire rated door labels on 8-doors per IOR. |
| Library Learning Resource Center | Safeco Insurance Company of America, No. 32852-1 | $14,349,007 | Unilateral CO No. 5 for Proposition AA Bond proceeds. | N/A | Additional Requirements:  
- AOR required installation of clips for the connection of the clear interior wall panels to the steel posts  
- AOR required installation of additional HVAC openings between offices.  
Unforeseen Conditions:  
- Existing grades caused ADA issues requiring installation of ramps.  
Campus Request:  
- Fabricate and install rooftop walkways over utility piping at air handling units 1 & 2  
- Install breaker locks to electrical panel  
- Revise bathroom fixtures to meet Facilities’ requirements. |
|---|---|---|---|---|---|
| North of Mall, Pierce College | FTR International, Inc., No. 33103 | $22,338,000 | Unilateral CO No. 10 for Proposition A and Measure J Bond proceeds. | N/A | Unforeseen Condition:  
- Demolition and removal of unsafe existing CMU wall  
- Demolition and removal of underground stone foundation interfering with new water line.  
Additional Requirements:  
- Weld threaded studs to new ledger beam attachment per AOR  
- Remove and rebuild concrete walkway per AOR. |
| Roadway, Walkway, Grounds, Parking Lot MTA Bus Station Extension, Los Angeles Valley College | Fidelity & Deposit Co. of Maryland, No. 33212-1 | $4,019,000 | CO No. 3 for Proposition A Bond proceeds. | $26,623 | Unforeseen Condition:  
- Installation of new power line for existing irrigation landscape controller to replace discovered power line damaged during excavation.  
Additional Requirements:  
- Revisions to the bioswale elevations and softening of sidewalk slopes to provide proper drainage and control potential erosion per AOR  
- Installation of new trench drain grate to comply with ADA requirements per AOR. |
| Library and Academic Learning Resource Center, Los Angeles Valley College | Safeco Insurance Company of America, No. 32407 | $17,979,397 | CO No. 12 for $287,530, 9.15% | $70,244 | College Request:  
- Reconfigure roof walkway to access equipment  
- Provide additional signage  
- Provide central circuit to control tabletop lamps  
- Complete sidewalk within site area consistent with ADA requirements  
- Modify tabletop lamp power switches to allow security cabling to tables.  
Additional Requirements:  
- Revise pedestrian ramp to be ADA compliant per AOR  
- Replace metal railing of doorway bollard detector with glass railing per AOR.  

| Roadway, Walkway, Grounds, Parking Lot General – Tree Planting, Los Angeles Valley College | Western Group Inc., No. 33578 | $ 78,000 | CO No. 1 for $939, 1.20% | $1,378 | College Request:  
- Install solar powered landscape irrigation controller  
- Increase quantity of replacement trees  
- Provide tree root barriers.  

| General Classroom Building (Bldg A) and Student Services and Administration Building (Bldg B), West Los Angeles College | Sinanian Development, Inc., No. 31612 | $42,888,000 | CO No. 12 for $377,774, 9.28% | $522,948 | Additional Requirements:  
- Significant IOR-directed changes to the HVAC piping systems and controls.  
- IOR-directed ADA-compliant guardrails on several existing structures adjoining new contract work.  
- IOR-directed changes in fireproofing of structures/HVAC systems.  
- IOR-directed changes in structural systems per revised codes.  

**Background**

The Change Orders listed above have been executed per Board Rule 7100.10 and are presented here for ratification as required therein.

**Funding and Development Phase**

Funding for each item is shown in the table above. **Construction Phase**,
V. **RATIFY CHANGE ORDER FOR CONSTRUCTION CONTRACTS LESS THAN $30,000 ISSUED UNDER THE STANDARD “DESIGN-BID-BUILD” METHOD OF PROJECT DELIVERY**

Ratify Change Orders for additional construction services for the project identified below at listed campus for the amount indicated:

<table>
<thead>
<tr>
<th>PROJECT NAME &amp; LOCATION and PROJECT NUMBER</th>
<th>CONTRACTOR NAME and CONTRACT NUMBER</th>
<th>ORIGINAL CONTRACT COST</th>
<th>CHANGE ORDER NO., COST, and CUMULATIVE TOTAL COST OF ALL CHANGE ORDERS</th>
<th>PURPOSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Learning Environments (SLE) - Community Services/Agriculture Science Renovation Project Pierce College 35P.5535.03.05</td>
<td>GMZ Engineering, Inc. No. 33524</td>
<td>$9,800 Funding is through Measure J Bond proceeds. CO No. 3 for $1,500. $3,500.</td>
<td>College Request: • Extend temporary fence rental for three (3) months.</td>
<td></td>
</tr>
<tr>
<td>Student Learning Environments (SLE) - North of Mall (NOM) - Classroom Modernization/ Technology/ Low Voltage (Temporary Fence Installation) Pierce College 35P.5535.03.02</td>
<td>Ranbay Construction No. 33485</td>
<td>$24,693 Funding is through Measure J Bond proceeds. CO No. 3 for $12,740. $29,253.</td>
<td>College Request: • Extend temporary fence rental for three (3) months.</td>
<td></td>
</tr>
</tbody>
</table>

**Background**

Pursuant to Public Contract Code 20659, construction contracts with an original cost of $30,000 or less may have subsequent change orders of ten percent (10%) or $30,000, whichever is greater.

**Funding and Development Phase**

Funding for each item is shown in the above table. Construction Phase.

VI. **RATIFY SUBSTITUTION OF CONSTRUCTION SUBCONTRACTOR**

**Action**

Ratify the following substitution regarding Contract No. 32535 with Pinner Construction Company, Inc. for the Science Complex project at Los Angeles Harbor College:
- Substitute subcontractor Ry Painting for subcontractor Ryan's Painting, inc. for painting services.

Background

This contract was authorized by the Board of Trustees on July 15, 2009 (Com. No. FPD1). This substitution was the result of contractor default and will be at no additional cost to the District.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Science Complex 33H.5344.02. Construction Phase.

VII. AUTHORIZE ACCEPTANCE OF COMPLETION OF CONSTRUCTION CONTRACTS

A. Action

Authorize Acceptance of Completion of Contract No. 33639 with RAMCO General Engineering & Building Contractor to provide general construction services for the Communications Building Roof Drain/Pump project at Los Angeles City College with a substantial completion date of December 31, 2012.

Background

This contract was authorized by the Board of Trustees on December 5, 2012 (Com. No. FPD1).

The total cost of this contract is $6,900.

Funding and Development Phase

Funding is through Proposition AA Bond proceeds. Communications Building 11C.7136.03.01. Construction Phase.

B. Action

Authorize Acceptance of Completion of Contract No. 33366 with Simple Design to provide general construction services for the Student Learning Environments (SLE) - Campus-Wide Improvements project at Pierce College with a substantial completion date of November 30, 2012.

Background

This contract was authorized by the Board of Trustees on July 13, 2011 (Com. No. FPD1).

The total cost of this contract is $182,380.
Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds. SLE - Campus-wide Improvements 35P.5535.03.09, Child Development Center 15P.7509.02, Student Services Building 05P.6528.02. Construction Phase.

C. Action

Authorize Acceptance of Completion of Contract No. 33472 with FYR Landscaping Inc. d/b/a Pierre Sprinkler & Landscape to provide general construction services for the Scheduled Maintenance Project (SMP) - Irrigation Systems Replacement / Lot 5 project at Pierce College with a substantial completion date of October 23, 2012.

Background

This contract was authorized by the Board of Trustees on October 5, 2011 (Com. No. FPD1).

The total cost of this contract is $431,519.

Funding and Development Phase

Funding is through Measure J Bond proceeds and SMP funding. SMP - Irrigation Systems Replacement / Lot 5 35P.5543.05.05. Construction Phase.

D. Action

Authorize Acceptance of Completion of Contract No. 33578 with Western Group Inc. to provide general construction services for the Roadway, Walkway, Grounds, Parking Lot (RWGPL) General - Tree Planting project at Los Angeles Valley College with a substantial completion date of October 30, 2012.

Background

This contract was authorized by the Board of Trustees on August 8, 2012 (Com. No. FPD1).

The total cost of this contract is $78,939.

Funding and Development Phase

Funding is through Proposition AA Bond proceeds. RWGPL- General -Tree Planting 18V.7873.05.01. Construction Phase.

E. Action

Authorize Acceptance of Completion of Contract No. 70529 with USS Cal Builders, Inc. to provide general construction services for the A - Building
Restoration and Modernization project at Los Angeles Trade Technical College with a substantial completion date of November 16, 2012

Background

This contract was authorized by the Board of Trustees on June 11, 2008 (Com. No. FPD1).

The total cost of this contract is $46,051,775.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds. A - Building Restoration and Modernization 07T.6710.03.07, 17T.7710.03.07, 37T.5710.03.07. Construction Phase.

VIII. AUTHORIZE AMENDMENT TO LEASE AGREEMENT

A. Action

Authorize the following actions for Amendment No. 2 to Lease Agreement No. 32668 with ModSpace for 12 months for one 48" x 60' modular building for use by the College Project Manager (CPM) at Los Angeles Mission College from February 6, 2013 through February 5, 2014 at a cost not to exceed $20,405. If applicable, all sales tax shall be paid.

1. Ratify Amendment No. 2 to Lease Agreement 32668 to provide these services from February 6, 2013 to March 6, 2013 at a cost not to exceed $1,621.

2. Authorize Amendment No. 2 to Lease Agreement 32668 to provide these services from March 7, 2013 to February 5, 2014 at a cost not to exceed $18,784.

Inclusive of this proposed amendment, the total amount of this Lease Agreement approved by the Board of Trustees is $119,904.

Background

This agreement was authorized by the Board of Trustees on October 7, 2009 (Com. No. FPD1). This proposed action will allow the continued use of one modular unit leased from ModSpace to accommodate the offices of the College Project Manager (CPM) at Los Angeles Mission College. The vendor’s invoice was received after the original expiration date.

Funding and Development Phase

Funding is through Proposition Measure J Bond proceeds. Temporary Facilities 40J.5455.05. Construction Phase.
B. Action

Authorize the following actions for Amendment No. 3 to Lease Agreement No. 32733 with ModSpace for 12 months for one 12’ x 40’ modular building and one 24’ x 40’ modular building for use by the College Project Manager (CPM) at Los Angeles Mission College from March 1, 2013 through February 28, 2014 at a cost not to exceed $16,128. If applicable, all sales tax shall be paid.

1. Ratify this agreement to provide these services from March 1, 2013 to March 6, 2013 at a cost not to exceed $265; and

2. Authorize this agreement to provide these services from March 7, 2013 to February 28, 2014 at a cost not to exceed $15,863.

Inclusive of this proposed amendment, the total amount of this Lease Agreement approved by the Board of Trustees is $78,361.

Background

This agreement was authorized by the Board of Trustees on October 7, 2009 (Com. No. FPD1). This proposed action will allow the continued use of two modular units leased from ModSpace to accommodate the offices of the College Project Manager (CPM) at Los Angeles Mission College. The vendor’s invoice was received after the original expiration date.

Funding and Development Phase

Funding is through Proposition Measure J Bond proceeds. Temporary Facilities 40J.5455.05. Construction Phase.

IX. AUTHORIZE AMENDMENT TO DESIGN-BUILD AGREEMENT

A. Action

Authorize Amendment No. 3 to Agreement No. 33148 with Bernards Bros. Inc. for additional Design-Build services for the Construction Technology Building project at Los Angeles Trade Technical College at a cost not to exceed $1,903,221 inclusive of eligible reimbursable expenses.

Inclusive of this amendment, the total cost of this Design-Build agreement is $98,785,438.

Background

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was approved for delivery by Design-Build system by the Board of Trustees on May 26, 2010 (Com. No. FPD1). This Design-Build agreement with Bernards Bros. Inc. was authorized by the Board of Trustees on November 3, 2010 (Com. No. FPD1).
Additional Design-Build services are proposed to accommodate the following requests made by the College:

- Provide Information Technology (IT) system changes to include fiber backbone, network modules, WAP locations for connectivity throughout the campus.
- Modify audio/visual system model to match with Campus standards that were changed after the project began.
- Upgrade and improve the security system per current Campus standards that were not included in the original bid.
- Convert excess roof space into usable outdoor student area and meeting room.
- Revise HVAC systems to meet commissioning requirements.

Amendment No. 3 to Agreement No. 33148 includes Change Order No. 003A

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Construction Technology Building 37T.5714.02.02. Construction Phase.

**B. Action**

Authorize Amendment No. 3 to Agreement No. 33376 with KPRS Construction Services, Inc. for additional Design-Build services for the Campus Wide Improvements General - Phase III project at Los Angeles Trade Technical College at a cost not to exceed $134,735 inclusive of eligible reimbursable expenses.

Inclusive of this amendment, the total cost of this Design-Build agreement is $5,738,629.

**Background**

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was approved for delivery by Design-Build system by the Board of Trustees on February 23, 2011 (Com. No. FPD3). This Design-Build agreement with KPRS Construction Services, Inc. was authorized by the Board of Trustees on August 10, 2011 (Com. No. FPD1).

**Additional Design-Build services are proposed:**

1. Due to requests by the college:

   - Provide wireless access points and IP speakers to obtain full campus coverage. Installation of the initial design components resulted in blank-out spots that had to be remediated with added access points and speakers.
• Expand the security system to the South Parking Lot.

2. Due to unforeseen conditions:

• Changes on Storm Water Prevention Plan due to comments issued by Division of the State Architect (DSA) review comments through plan check review of site parking design. The required DSA revisions resulted in modifying the plan to reflect the changes.
• Provide Building F fire sprinkler as-built survey due to comments from DSA plan check review for Welding Shop modifications. DSA required as-built drawings for fire sprinkler system for entire Building F. No as-built drawings exist.

3. Due to additional requirements:

• Provide smoke detector and integrate with fire alarm system in Building A South Lobby as required by the Inspector of Record (IOR) during the substantial completion inspection.

Amendment No. 3 to Agreement No. 33376 includes Change Order No. 3.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Campus Wide Improvements General - Phase III 37T.5779.03.13. Design and Construction Phases.

X. RATIFY AMENDMENT TO DESIGN-BUILD AGREEMENT

Action

Ratify Amendment No. 7 to Agreement No. MCHS 60100 with Bernards Bros, Inc. for additional Design-Build services for the Middle College High School project at Los Angeles Southwest College at a cost of $380,189 inclusive of eligible reimbursable expenses.

Inclusive of this amendment, the total cost of this Design-Build agreement is $20,405,874.

Background

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This Design-Build agreement with Bernards Bros, Inc. was authorized by the Board of Trustees on September 9, 2009 (Com. No. FPD1).

Additional Design-Build services are proposed:

56 Days of Compensable Delays due to the following:
1. Central Plant performance deficiencies resulting in lower than required output pressure of hot water delivery to the newly connected MCHS building.

2. Additional work due to mandated changes required by the DSA to the fire rated wall system that were already partially installed per the DSA approved plans and specifications.

Amendment No. 7 to Agreement No. MCHS 60100 includes Change Order No. 7

**Funding and Development Phase**

Funding is through LAUSD proceeds. LAUSD - Middle College High School. **Construction Phase.**

**XI. AUTHORIZE PURCHASE ORDER**

**Action**

Authorize a purchase order with IBE Digital to provide an electronic print management system for the Student Union project at Los Angeles City College at a cost of $72,647. If applicable, all sales tax shall be paid.

**Background**

IBE Digital provided the low quote from among three (3) written quotes ranging from $72,647 to $86,527. Delivery and set up are included.

**Funding and Development Phase**

Funding is through Measure J Bond Proceeds. Green Technology Student Union Building 31C.5145.02. **Construction Phase.**